



# City of Palm Coast Agenda COUNCIL MEETING

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

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

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**Tuesday, August 6, 2019**

**6:00 PM**

**CITY HALL**

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**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.
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- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**A. CALL TO ORDER**

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

**C. ROLL CALL**

**D. PUBLIC PARTICIPATION**

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

further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

**E. MINUTES**

- 1. MINUTES OF THE CITY COUNCIL:  
JULY 16, 2019 BUSINESS MEETING  
JULY 30, 2019 WORKSHOP**

**F. PROCLAMATIONS**

- 2. PROCLAMATION -NATIONAL SENIOR CITIZENS DAY**
- 3. PROCLAMATION-WILDFIRE AWARENESS-CELEBRATING SMOKY BEAR'S 75TH BIRTHDAY**
- 4. PROCLAMATION-AUGUST 7, 2019 AS PURPLE HEART DAY**

**G. ORDINANCES SECOND READ**

- 5. ORDINANCE 2019-XX AMENDMENT TO THE TUSCAN RESERVE MPD DEVELOPMENT AGREEMENT TO ADD 8 ADDITIONAL UNITS, AMEND THE DEVELOPMENT STANDARDS, AND CLARIFY LANGUAGE FOR SIGNS**
- 6. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 2.8+/- ACRES OF LAND LOCATED 250' NORTHWEST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM CONSERVATION TO GREENBELT-ADVENT HEALTH**

**H. ORDINANCES FIRST READ**

- 7. ORDINANCE 2019-XX SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST**
- 8. ORDINANCE 2019-XX AMENDMENT TO THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT AGREEMENT**

**I. RESOLUTIONS**

- 9. RESOLUTION 2019-XX APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR (FFY) 2019 (FY 2019/20) ANNUAL ACTION PLAN**

**J. OTHER BUSINESS**

10. APPOINT A COUNCIL MEMBER AS THE VOTING DELEGATE TO THE 93RD ANNUAL FLORIDA LEAGUE OF CITIES (FLC) CONFERENCE

**K. CONSENT**

11. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH, INC. FOR PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR EXPANSION OF WASTEWATER TREATMENT PLANT 2
12. RESOLUTION 2019-XX PURCHASE AND SALE CONTRACTS WITH MORRIS M. GROSS FOR SURPLUS LANDS AT 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE
13. RESOLUTION 2019-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH 13 COMMERCE BLVD HOLDINGS, LLC FOR WASTEWATER IMPROVEMENTS
14. RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT
15. RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIR SERVICES

**L. PUBLIC PARTICIPATION**

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

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

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

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

**P. ADJOURNMENT**

16. CALENDAR/WORKSHEET

## City of Palm Coast, Florida Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6893	<b>Account</b>
<b>Subject</b>	MINUTES OF THE CITY COUNCIL: JULY 16, 2019 BUSINESS MEETING JULY 30, 2019 WORKSHOP	
<b>Background :</b>		
<b>Recommended Action :</b>	Approve Minutes of the City Council: July 16, 2019 Business Meeting July 30, 2019 Workshop	



## City of Palm Coast Minutes COUNCIL MEETING

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

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**Tuesday, July 16, 2019**

**9:00 AM**

**CITY HALL**

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### City Staff

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

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

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

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

### **C. ROLL CALL**

*City Clerk Virginia Smith called the roll. Mayor Holland was absent.*

### **D. PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on any topic or proposition not on the agenda or which was discussed or 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.

*There were no public comments.*

**E. MINUTES**

**1. MINUTES**

**MINUTES OF THE JULY 2, 2019 BUSINESS MEETING**

**MINUTES OF THE JULY 9, 2019 WORKSHOP MEETING**

**Pass**

**Motion made to approve to accept the minutes as presented. by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**F. PRESENTATIONS**

**2. PRESENTATION -REQUEST FROM FLAGLER COUNTY SHERIFF FOR ADDITIONAL FUNDING FOR FY 2020**

*Presentation was provided by Chief Mark Strowbridge on behalf of Sheriff Staley, which is attached to these minutes. Topics discussed the real-time crime unit; the need for extra officers; issues being under funded and under staffed and the Sheriff's goal is to have two officers per one thousand residents.*

**G. ORDINANCES FIRST READ**

**3. ORDINANCE 2019-XX AMENDMENT TO THE TUSCAN RESERVE MPD DEVELOPMENT AGREEMENT TO ADD 8 ADDITIONAL UNITS, AMEND THE DEVELOPMENT STANDARDS, AND CLARIFY LANGUAGE FOR SIGNS**

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

*Attorney Reischmann reminded Council this is a quasi-judicial item. Vice Mayor Klufas called for any ex-parte communications. There were none.*

*Michael Chiumento spoke on behalf of the applicant.*

*Public Comment*

*George Mayo-concerned if City is setting precedence for raising height.*

**Pass**

**Motion made to approved as amended on first reading by Council Member Cuff and seconded by Council Member Howell, II**

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**4. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 49+/- ACRES FROM FLAGLER COUNTY DESIGNATIONS OF COMMERCIAL: HIGH INTENSITY & CONSERVATION TO CITY DESIGNATIONS OF MIXED USE AND RESIDENTIAL-OCEAN VILLAGE**

*City Attorney Reischmann read the title into the record. Item number 5 was presented with this item.*

*Michael Chiumento spoke on behalf of the applicant.*

*Public Comment: Ivory Johnson spoke of signage issues not relating to this item.*

**Pass**

**Motion made to approved on first reading by Council Member Howell, II and seconded by Council Member Cuff**

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**5. ORDINANCE 2019-XX ZONING MAP AMENDMENT FOR 49+/- ACRE FROM FLAGLER COUNTY DESIGNATIONS GENERAL COMMERCIAL AND AGRICULTURE TO CITY DESIGNATIONS OF MULTI-FAMILY RESIDENTIAL-2 AND GENERAL COMMERCIAL (COM-2)-OCEAN VILLAGE**

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

*Attorney Reischmann reminded Council this is a quasi-judicial item. Vice Mayor Klufas called for any ex-parte communications. There were none.*

*This item was presented with the previous item.*

*Public Comment*

*There were no public comments.*

**Pass**

**Motion made to approved on first reading by Council Member Cuff and seconded by Council Member Howell, II**

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**6. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 2.8+/- ACRES OF LAND LOCATED 250' NORTHWEST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM CONSERVATION TO GREENBELT-ADVENT HEALTH**

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

*Public Comment:*

*Mr. Nielebeck was concerned about the increase in traffic.*

*Deborah Wells-concerned for the safety of students and construction noise during testing at Matanzas High School.*

*Jeffrey Seib was not in favor of the development and felt it was too early for the City to be taking an action on this item.*

**Pass**

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

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

## **H. RESOLUTIONS**

### **7. RESOLUTION 2019-XX ADOPTING THE MAXIMUM MILLAGE (TRIM) RATE AND SETTING THE PUBLIC HEARING DATE, TIME, AND LOCATION FOR THE FY 2020 BUDGET**

**R20190070**

**Pass**

**Motion made to approve To approve the tax millage rate at 4.6989 mills and to set the Budget Hearing date for September 4, 2019 at 5:05 p.m. by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

*Ms. Helena Alves, Finance Director provided a PowerPoint presentation, which is attached to this item.*

*Public Comments:*

*There were public comments.*

### **8. RESOLUTION 2019-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT**

**R20190071**

*Mr. Morton provided a brief overview of this item.*

*Public Comments:*

*There were public comments.*

**Pass**

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

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**I. CONSENT**

*There were no public comments.*

**9. RESOLUTION 2019-XX APPROVING A CONTRACT WITH KIRTON ENTERPRISES TO PROVIDE GENERAL CONTRACTOR SERVICES FOR THE INDIAN TRAILS SPORTS COMPLEX IMPROVEMENTS PROJECT**

**R20190072**

**Pass**

**Motion made to Adopt on consent by Council Member Howell, II and seconded by Council Member Branquinho**

**Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II**

**10. RESOLUTION 2019-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES AND RELATED SERVICES**

**R20190073**

**Pass**

**Motion made to Adopt on consent by Council Member Howell, II and seconded by Council Member Branquinho**

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

**J. PUBLIC PARTICIPATION**

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

*George Mayo asked about the Status of Wawa; Airport Commons-what agreement was reached with County; new law relating to gardens in the front yard.*

*Debra Wells spoke of the roads on the West Hampton needing repair.*

*Denise Calderwood-provided a status of the homeless population and how Family Lives Matter provided assistance.*

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

*CM Branquinhoho-thanked CM Morton for his diligence in response to the City's needs.*

*CM Howell suggested to a young woman in the audience to join the Student Council at Matanzas High School.*

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

*Nothing at this time.*

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

*Nothing at this time.*

**N. ADJOURNMENT**

*The meeting was adjourned at 10:45 a.m.*

*Respectfully submitted by:*

*Virginia A. Smith, MMC  
City Clerk*



# City of Palm Coast Minutes COUNCIL WORKSHOP

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

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**Tuesday, July 30, 2019**

**9:00 AM**

**CITY HALL**

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## City Staff

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

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## **A CALL TO ORDER**

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

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

## **C ROLL CALL**

*Ms. Settle called the roll. Mayor Holland and Council Member Howell were absent.*

## **D PUBLIC PARTICIPATION**

*Lewis McCarthy had a complaint regarding why we has not seen the Week in Review. He looks forward to the information in the document.*

*Robert MacDonald hoped the Council would consider assisting the Sheriff's Department with funding for more officers. He thought that should take precedent over the loss the City takes on the golf course.*

*Doug Choziani from Marina Cove was concerned about a possible fire hazard in his development. He was concerned about emergency shut off of the water and when that happens it also includes shutting off the water needed in an emergency. He asked that the City write a letter to the Board of Directors of the Home Owners' Association of Marina Cove and inform them of the penalties involved by not being in compliance with State Law regarding notice.*

*Celia Pugliese spoke in favor of the golf course. She asked to keep in mind Florida Park Drive landscaping in the budget process.*

*Steve Carr thanked all for the reduction of truck traffic on Florida Park Drive. After Hurricane Irma, there was sewage backing up in the homes and a manhole that was sinking. He wanted to be assured that all was taken care of in that storm before anything new happens.*

*Vice Mayor Klufas address Mr. Carr and indicated that staff would be looking into that for him. He asked that staff to meet with Mr. Choziani of Marina Cove. He let Mr. MacDonald know that since the change in management at the golf course, the financial situation has improved.*

## **E PRESENTATIONS**

### **1 PRESENTATION OF THE FY 2020 PROPOSED BUDGET FOR UTILITY, STORMWATER, IT ENTERPRISE & BUILDING FUND**

*Ms. Alves, with the Directors of each department, presented the proposed budgets to City Council. Topics discussed included: Utility Fund: growth in the community; lime sludge increase in cost; impact fees and developer contributions from development on Old Kings Road. Stormwater Fund: pipelinings; the information that is available on social media to inform the residents of the work being done in their area. Building Fund: Funds presented are worst case scenario; increase in staff is to accommodate the increase in developments; the increase in employment is to be budgeted but will only be hired if necessary; the need for succession planning. Information Technology Enterprise Fund: the reason for breaking out the fund; fiber enterprise should support itself; operating procedures and the funds were put in place to repair existing aging equipment.*

### **2 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH, INC. FOR PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR EXPANSION OF WASTEWATER TREATMENT PLANT 2**

*Messrs. Adams and Blake presented the item to Council. Topics discussed included reaching 80% of capacity and at that point to work toward increasing capacity; the City is already over 80% capacity; clean water revolving fund; getting on the list now for funds from the State; the low interest rate the State provides on loans. This item will be continued at the next business meeting.*

### **3 PRESENTATION-ASSESSMENT OF ATHLETIC FIELD UTILIZATION**

*Lauren Johnston and Laurie Petito gave a presentation to Council of the recreational fields available in Palm Coast and Flagler County. Topics discussed rules regarding lighting the fields; Flagler County uses lighting based on usage; community organization vs. sports alliance members; current policy prioritization; the number of tournament fields lost due to increasing ball fields; the number of fields needed for tournaments; additional lighting for community groups; Holland Park and Belle Terre Park would need lighting for community groups.*

**4 RESOLUTION 2019-XX APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR (FFY) 2019 (FY 2019/20) ANNUAL ACTION PLAN**

*Jose Papa presented the Community Block Grant Annual Action Plan. Topic discussed included partnering with Flagler County and getting the public service dollars out to the homeless community; timeline needed to be completed before it is sent to HUD. This item will be continued at the next Business Meeting.*

**F WRITTEN ITEMS**

**5 ORDINANCE 2019-XX SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST**

*Ms. Johnston reported on the reasoning behind the Ordinance. This item will be continued at the next business meeting.*

**6 RESOLUTION 2019-XX PURCHASE AND SALE CONTRACTS WITH MORRIS M. GROSS FOR SURPLUS LANDS AT 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE**

*Attorney Reischmann reported the process that takes place before property is taken by the City. Ms. Smith reported the properties are both vacant lots. This item will be continued at the next business meeting.*

**7 RESOLUTION 2019-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH 13 COMMERCE BLVD HOLDINGS, LLC FOR WASTEWATER IMPROVEMENTS**

*Mr. Adams reported that there is a wastewater improvement project. There is a need for a Master Pump Station. Topics discussed included; the owner not wanting to divide the parcel and the appraisal being very close to the asking price. This item will be continued at the next Business Meeting.*

**8 RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT**

*Messrs. Adams and Blake gave a brief overview of the item. This item will be continued at the next Business Meeting.*

**9 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIR SERVICES**

*Mr. Cote gave a brief overview of the item. This item will be continued at the next Business Meeting.*

**G PUBLIC PARTICIPATION**

*William Warren, Palm Coast Little League, assured council that by having six fields available to them would bring in more tournaments and allow them to host tournaments.*

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

*Council Member Cuff asked for an update regarding Matanzas Parkway. Mr. Cote reported Matanzas will be shut down for a period of time and traffic will be detoured. He was not sure of the dates of the road closure.*

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

*No report.*

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

*He reported on the addition of new staff and he will be producing a document introducing new members of staff.*

**K ADJOURNMENT**

*Motion by CM Cuff to adjourn the meeting. The meeting adjourned at 10:30 a.m.*

## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6895	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PROCLAMATION - NATIONAL SENIOR CITIZENS DAY	
<b>Background :</b> August 21 <sup>st</sup> has been nationally recognized as National Senior Citizens Day since it was first proclaimed by President Ronald Regan in 1988.		
<b>Recommended Action :</b> Present proclamation for National Senior Citizens Day.		



## PROCLAMATION

**WHEREAS**, National Senior Citizens Day is observed annually on August 21 to recognize the positive contributions senior citizens make in communities across the United States and also to bring awareness of social, health, and economic issues that affect senior citizens; and

**WHEREAS**, throughout our history, older people have achieved much for our families, our communities, and our country; and

**WHEREAS**, with improved health care and more years of productivity, older citizens are reinforcing their historical roles as leaders and as links with our patrimony and sense of purpose as individuals and as a Nation; and

**WHEREAS**, many older people embark on second careers, giving younger Americans a fine example of responsibility, resourcefulness, competence, and determination. Millions of senior citizens are serving as volunteers in various programs and projects that benefit every sector of society; and

**WHEREAS**, for all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute; and

**WHEREAS**, we can best demonstrate our gratitude and esteem by making sure that the Palm Coast community is a great place in which to mature and grow older – a place in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the City Council of the City of Palm Coast, Florida, that August 21, 2019, be officially designated as

### **“NATIONAL SENIOR CITIZENS DAY”**

In the City of Palm Coast, with all Citizens celebrating and honoring the many positive contributions senior citizens make in our community.

Signed this 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6896	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PROCLAMATION-WILDFIRE AWARENESS-CELEBRATING SMOKY BEAR'S 75TH BIRTHDAY	
<b>Background :</b>	The Florida Forest Service has requested the City proclaim August as Wildfire Awareness month and to celebrate Smoky Bear's 75 <sup>th</sup> birthday.	
<b>Recommended Action :</b>	Proclaim August as Wildfire Awareness Month and celebrate Smoky Bear's 75 <sup>th</sup> birthday.	



## PROCLAMATION

**WHEREAS**, on August 9, 2019, Smokey Bear will celebrate his 75<sup>th</sup> birthday which also marks his wildfire prevention campaign as the longest running public service campaign in U.S. history. Smokey's message is as relevant today as it was in 1944 as more people are living closer and closer to natural areas – so, no retirement for Smokey; and

**WHEREAS**, the mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations; and

**WHEREAS**, in the last five years Florida Forest Service Wildland Firefighters have responded to over 190 wildfires in Flagler County that burned nearly 1,800 acres, in many instances threatening communities and adjoining infrastructure; and

**WHEREAS**, the Florida Forest Service is actively engaged in promoting and conducting prescribed burns and other wildfire mitigation practices to reduce the size and intensity of a wildfire that may threaten communities and other infrastructure. In the last five years, the Florida Forest Service has provided 15,251 burn authorizations to local ranchers, farmers and land managers in Flagler County to maintain and restore natural ecosystems and reduce the wildfire hazard.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the City Council of the City of Palm Coast, Florida, Congratulates

### SMOKEY BEAR ON HIS 75<sup>TH</sup> BIRTHDAY

and his continued efforts to remind citizens to be careful when using fire in natural areas. Further, the Board commends the men and women of the Florida Forest Service for their partnership with Flagler County and Smokey Bear in wildfire prevention and mitigation.

Signed this 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6894	<b>Account</b>
<b>Subject</b>	PROCLAMATION-AUGUST 7, 2019 AS PURPLE HEART DAY	
<b>Background :</b> A request to proclaim August 7, 2019 as Purple Heart Day honoring those that sacrificed in defending our freedoms.		
<b>Recommended Action :</b> Proclaim August 7, 2019 as Purple Heart Day.		



## PROCLAMATION

**WHEREAS**, the Purple Heart, originally known as the Badge of Military Merit, is an American decoration, the oldest military decoration in the United States still given; and

**WHEREAS**, the Purple Heart was established by General George Washington at Newburgh, New York on August 7, 1782, during the Revolutionary War, as an award for members of the Continental Army; and

**WHEREAS**, it was the first award made available to the common soldier to recognize outstanding valor or merit; and

**WHEREAS**, following nearly 150 years of disuse, the Purple Heart was reestablished by the President of the United States per War Department General Order Number 3, dated February 22, 1932; and

**WHEREAS**, the Purple Heart is a combat decoration awarded to a member of the United States Armed Forces who has been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

**WHEREAS**, there are approximately 1.7 million Purple Heart recipients in our nation's history; and

**WHEREAS**, the City of Palm Coast appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Mayor and the City Council of the City of Palm Coast, Florida, that August 7, 2019, be designated as

## "PURPLE HEART DAY"

and encourage all citizens to show their appreciation for the sacrifices our Purple Heart recipients have made in defending our freedoms, to acknowledge their courage and to show them the honor and support they have earned.

**Signed** this 6<sup>TH</sup> day of August 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

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

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6724	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2019-XX AMENDMENT TO THE TUSCAN RESERVE MPD DEVELOPMENT AGREEMENT TO ADD 8 ADDITIONAL UNITS, AMEND THE DEVELOPMENT STANDARDS, AND CLARIFY LANGUAGE FOR SIGNS	

**Background:**  
**UPDATE FROM THE JULY 16, 2019 BUSINESS MEETING**  
This item was heard by City Council at their July 16, 2019 Business Meeting. There were no changes suggested to this item.

**ORIGINAL BACKGROUND FROM THE JULY 16, 2019 BUSINESS MEETING**  
Tuscan Reserve is an 8.2+/- acre Master Planned Development (MPD) site located at 402 Tuscan Reserve Dr. The project was originally part of the 21 +/- acre Madison Green Planned Unit Development (PUD) approved in 2001 and as amended in 2005 to split the parcel into Madison Green and Tuscan Reserve. In 2007, a 128 unit Madison Green apartment complex was constructed. An economic downturn ensued and construction of Tuscan Reserve was limited to two buildings (16 units), amenity center, and parking lot.

In 2014, the original PUD agreement was amended and restated in reference to Tuscan Reserve. The amendment increased the number of dwelling units from 80 to 115 multi-family units. This proposed amendment will entitle an additional 8 multi-family units (new total of 123) as well as amend the development standards for Tuscan Reserve so that it meets the LDC requirements for landscaping, parking, and buffer(s). In addition to the changes in development standards, the revised conceptual master plan includes additional amenities (tot lot, dog park), greater setbacks for the buildings, as well as slightly greater open space area. The current amendment also clarifies, the vested rights for signage available to the MPD.

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

- the proposed increase in dwelling units has a minimal impact on public infrastructure (a traffic study is provided to highlight the minimal impact of 8 multi-family units, - three (3) P.M. Peak hour trips),
- the MPD agreement remains consistent with the objectives and policies of the Comprehensive Plan (density),
- the proposed MPD agreement is consistent with the surrounding land uses, and
- the proposed MPD Agreement will not negatively impact the health, safety, and welfare of the surrounding community.

**Planning and Land Development Regulation Board (PLDRB) Meeting**  
The PLDRB held a public hearing on June 12, 2019 to discuss the proposed MPD amendment. There were no comments and PLDRB recommended approval of the item.

**Neighborhood Meeting**

The Developer and staff attended a neighborhood meeting on May 22, 2019 to provide an opportunity for neighboring property owners to receive information about the project. Nine persons from surrounding properties attended the neighborhood meeting. The attendees provided information about flooding problems in the area and concerns regarding the project's potential impact on the flooding issues.

**Recommended Action:** Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve application number 3964 to amend the Tuscan Reserve MPD – Development Agreement.

**ORDINANCE 2019 - \_\_\_\_\_**  
**AMENDMENT TO THE MADISON GREEN AND TUSCAN RESERVE MASTER**  
**PLANNED DEVELOPMENT AGREEMENT**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING AND RESTATING THE MADISON GREEN AND TUSCAN RESERVE MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT AS TO TUSCAN RESERVE ONLY; PROVIDING FOR AN INCREASE IN THE MAXIMUM RESIDENTIAL UNITS FROM 115 TO 123, AND PROVIDING FOR REVISED DEVELOPMENT STANDARDS FOR PARKING, LANDSCAPING, BUFFER REQUIREMENTS AND ADDITIONAL LANGUAGE ABOUT SIGNAGE PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Tuscan Reserve, LLC a Florida Limited Liability Company is the Owner of a property known as the Tuscan Reserve Master Planned Development (MPD); and

**WHEREAS**, there is an Amended and Restated MPD Agreement for Tuscan Reserve as recorded in Official Record Book 2017, Page 719 to 772 of the public records of Flagler County, Florida; and

**WHEREAS**, the existing Amended and Restated MPD Agreement for Tuscan Reserve as recorded in Official Record Book 2017, Page 719 to 772 allows up to 115 dwelling units; and

**WHEREAS**, the Owner has requested to amend the Development Agreement in order to increase the number of residential units in Tuscan Reserve by 8 (eight), and to provide for revised development standards for parking, landscaping, buffers and additional language related to signage; and

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

**WHEREAS**, three public hearings on the proposed amendment to the Madison Green and Tuscan Reserve Master Planned Development (MPD) Development Agreement (the “Development Agreement”) have been duly held in the City of Palm Coast, Florida

**WHEREAS**, the City of Palm Coast Staff and the Planning and Land Development Regulation Board have found the proposed amendment consistent with the City of Palm Coast Comprehensive Plan and have recommended Approval of the proposed amendment; 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 Planning and Land Development Regulation Board at regularly scheduled meetings on \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019; 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 COUNCIL OF 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. MPD Amendment.** The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts an Ordinance amending and restating the Tuscan Reserve MPD Development Agreement. The Amended and Restated Tuscan Reserve MPD Development Agreement increases the residential density of the Tuscan Reserve parcel by 8 units, and provides for revised development standards for parking, landscaping, buffer, and signage. MPD Agreement is attached as “Exhibit A”.

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

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

**SECTION 5.**     **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

**APPROVED** on first reading the 16<sup>th</sup> day of July 2019, at a public hearing.

**ADOPTED** on second reading the 6th day of August 2019, at a public hearing.

**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**

**TUSCAN RESERVE MPD DEVELOPMENT AGREEMENT**

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

RETURN TO:  
City Clerk  
City of Palm Coast  
160 Lake Avenue  
Palm coast, FL 32164

### **THIRD AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT FOR TUSCAN RESERVE**

This Third Amended and Restated Master Planned Development (MPD) Agreement for Tuscan Reserve (the “Agreement”) is entered into between the City of Palm Coast whose address is 160 Lake Avenue, Palm Coast, FL 32164 (the “City”) and SW Tuscan Reserve LP whose address is 360 Central Avenue, Suite 1130, St. Petersburg, Florida 33701 (the “Owner”).

#### **Recitals**

**WHEREAS**, on or about March 3, 2005, the City passed Ordinance 2005-14 (recorded in O.R. Book 1226, Page 1899, Public Records of Flagler County, Florida) approving an Amendment to the Madison Green Master Planned Development Agreement (hereinafter the “Original MPD Agreement”) which essentially permitted the construction of two multifamily projects on approximately 21 acres of land located off State Road 100 (the “Property”) (**Exhibit “1”**) which are now commonly known as Madison Green Apartments (“Madison Green”) and Tuscan Reserve Apartments (“Tuscan Reserve”).

**WHEREAS**, the portion of the Property commonly known as Tuscan Reserve is described in **Exhibit “2”** attached hereto and is identified herein as the “Tuscan Property” and/or the “Tuscan Project”.

**WHEREAS**, Madison Green was constructed in 2007 as a 128-unit apartment complex.

**WHEREAS**, in 2008, a prior owner constructed the infrastructure (roads, stormwater, utilities, etc.), 16 condominium units, and the clubhouse amenities for the Tuscan Project.

However, given the economic down turn, the remaining units permitted in the Tuscan Project were not constructed.

**WHEREAS**, the Original MPD Agreement was amended and restated with respect to only the Tuscan Property pursuant to that certain Amended and Restated Master Plan Development Agreement for Tuscan Reserve recorded August 5, 2014 in O.R. Book 2017, Page 54, Public Records of Flagler County, Florida (the “Tuscan MPD Agreement”).

**WHEREAS**, the Tuscan MPD Agreement permits, among other things, that the Owner can develop up to 115 units along with the associated amenities on the Tuscan Property.

**WHEREAS**, the Owner desires to resume construction of the remaining portion of the Tuscan Reserve Property but desires to amend and restate the Tuscan MPD Agreement to accommodate present market conditions and ensure the Tuscan Project's viability.

**WHEREAS**, on May \_\_\_\_, 2019, the Owner filed an application with City to amend and restate the Tuscan Reserve MPD Agreement.

**WHEREAS**, it is the intent of the City and the Owner to amend and restate the Tuscan Reserve MPD Agreement. The Original MPD Agreement shall continue in full force and effect as to Madison Green, and shall in no way affect the Madison Green Development Standards.

**NOW THEREFORE**, in consideration of the mutual covenant contained herein, the City and Owner amend and restate the Tuscan Reserve MPD Agreement as follows:

1. The aforementioned recitals are taken as true, incorporated by reference and made a material part of this Agreement.

2. **CONCEPTUAL SITE PLAN APPROVAL AND DEVELOPMENT REVIEW PROCESS**

- a. The provisions of the City of Palm Coast Land Development Code (the “LDC”), as shall be amended from time to time, shall be applicable to the Tuscan Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Agreement. As part of this approval, the Conceptual Master Plan (**Exhibit “3”**) shall be deemed the controlling Master Plan for the Tuscan Reserve Property. The Conceptual Master Plan depicts the Tuscan Project’s characteristics and

delineates the Tuscan Project's boundaries, streets, easements, property lines, general location of buildings and intended uses. The Conceptual Master Plan also illustrates the design and location of access points, driveways, parking, signage, landscape buffers, tree preservation, primary sidewalk/pathway system and other pertinent information. The future site plan can allow up to a 25 percent accumulative design change from the Conceptual Master Plan provided that the substantial integrity of the Conceptual Master Plan is maintained. However, no deviation from applicable LDC, as shall be amended from time to time, requirements or specific requirements within this this Agreement may be approved during the Site Plan review process, including but not limited to items such as: height, density increase, setbacks, and buffer requirements.

Approval of this Agreement entitles Owner to proceed directly to Technical Site Plan Review pursuant to 2.11 of the LDC.

3. LAND DEVELOPMENT CODE NON-APPLICABILITY.

- a. The development of the Tuscan Project shall proceed in accordance with the terms of this Agreement. In the event of an inconsistency between the terms of this Agreement and the LDC, as shall be amended from time to time, the terms of this Agreement shall prevail. Where specific requirements are not contained in the Agreement, the LDC, as shall be amended from time to time, shall apply to the extent that it does not conflict with the provisions of this Agreement or the general intent of the Conceptual Master Plan. The requirements of the Agreement supersede any inconsistent provisions of LDC of the City, as shall be amended from time to time, unless provided elsewhere in this Agreement.

4. DEVELOPMENT STANDARDS: The Development Standards identified below shall replace all design standards for the Tuscan Property.

- a. PARKING: The Tuscan Project shall provide parking as outlined in the LDC and as generally depicted on Conceptual Master Plan.
- b. OPEN SPACE: Minimum open space shall exceed fifty percent (50%) of the Tuscan Property's gross area. Open space shall be defined by the LDC and include storm water ponds. Flexibility to the minimum open space requirements shall be as provided by the LDC which may include but not limited to, green

building principles, land donation, or other mechanisms that would justify a lower percentage and approved by the LUA. Open Space shall be maintained by either the actual owner of the property or a property owners association as determined by the Owner.

- c. WATER/WASTEWATER: The Tuscan Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All proposed permanent uses within the Tuscan Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Tuscan Project upon payment of applicable fees.
- d. TRANSPORTATION CONCURRENCY: Pursuant to that certain Technical Memorandum prepared by LTG Engineering and Planning dated May 2, 2019 and in conjunction with the Minor Traffic Impact Study prepared by Lassiter Transportation Group, Inc., dated Dec. 2013 (both studies are filed with the City), there is adequate roadway capacity to support the Tuscan Reserve Project and that the proposed increase in development density will have a de minimus impact. Reservation of traffic concurrency shall be made only upon issuance of a Development Order (DO) for the Site Plan.
- e. DRAINAGE: As depicted on the Conceptual Master Plan, the Tuscan Project shall include a Master Stormwater System ("MSS"), which was permitted by the SJRWMD. The MSS design shall meet, and be governed by, applicable SJRWMD and City of Palm Coast rules and regulations. Best Management Practices (BMPs) to treat, control, attenuate, and convey stormwater and surface waters may include, but are not limited to, vegetated natural buffers, swales, dry retention and wet detention
- f. LANDSCAPING: The Tuscan Project shall be developed in in compliance with the LDC as generally depicted on the Conceptual Landscape Plan (**Exhibit "4"**).
- g. LIGHTING: All additional exterior Lighting shall comply with the LDC and be consistent with the Tuscan Project's architectural styles.

- h. FIRE PROTECTION: Fire protection requirements for the Tuscan Project have been met through a system of fire hydrants installed on the site by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Tuscan Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Tuscan Project and in accordance with established local response agreements.
- i. UTILITIES: All internal utility lines for the Tuscan Project have been placed underground.
- j. INTERCONNECTIVITY: All buildings within the Tuscan Project shall be interconnected by roadways, driveways, sidewalks and paths, and the Tuscan Project shall be interconnected to the neighboring Madison Green portion of the Property as called for by the City's Comprehensive Plan, and as necessary to meet ADA Accessibility requirements.
- k. RESOURCE PROTECTION. The Owner shall comply with LDC, as shall be amended from time to time.
- l. WETLANDS: The Owner shall comply with LDC, as shall be amended from time to time and all applicable SJRWMD permits.
- m. EMERGENCY ACCESS: The Owner of the Brookhaven parcel to the West has provided an access easement for emergency ingress/egress between Brookhaven and the Tuscan Project as generally depicted by **Exhibit "5"**. The Owner shall provide an easement that connects to the easement location depicted in **Exhibit "5"** that provides access rights to Municipal and Emergency vehicles. The Site Plan for the Tuscan Project shall include an emergency access path, which shall be paved or constructed in an alternative method approved by the City LUA and the Fire Chief from the Tuscan Project to the Brookhaven access easement depicted in **Exhibit "5"**. This access shall be constructed by the Owner of the Tuscan Project during construction of any new residential units.

- n. SIGNAGE: Tuscan Reserve and Madison Green Master Planned Development (MPD) have vested rights to use the sign easement (**Exhibit “6”**) previously approved under the original Madison Green Planned Unit Development (PUD) project (Ordinance # 2001-28) and previously approved Madison Green Site Plan. The sign shall comply with the current Land Development Code, as may be amended from time to time.

5. DIMENSIONAL STANDARDS:

a. LOT SIZE/SET BACKS/HEIGHT:

- i. Project Size: The Tuscan Project is 8.20 +/- acres.
- ii. Building Setbacks: Building setbacks shall be a minimum of 85 feet from the north, south and west Tuscan Project boundaries, except for garage buildings, which may follow a 10 foot building setback. Building setbacks from the eastern boundary of the Tuscan Project shall be a minimum of 50 feet, consistent with the pattern of existing site development.
- iii. Buffers: All buffers within the Tuscan Project shall be created and constructed in accordance with the LDC.
- iv. Height: 45 feet maximum as measured by the LDC.

- b. IMPERVIOUS: Maximum impervious area shall be sixty five percent (65%) of the Tuscan Project's gross area. The terms "pervious" and "impervious" are defined by the LDC.

- c. DENSITY: Consistent with the City's Comprehensive Plan, the maximum density for the Tuscan Project is 15 dwelling units per acre, and the proposed density for the Tuscan Project is 15 dwelling units per acre. A total of 123 multifamily units inclusive of the existing units may be constructed along with a leasing office and the recreational amenities as generally depicted on the Conceptual Master Plan.

- d. ARCHITECTURE: The architectural requirements shall comply with the LDC Chapter 13, ARCHITECTURAL DESIGN GUIDELINES, in effect at the time

of development. The Owner intends for the architectural features of the Tuscan Project as more as generally depicted on **Exhibit “7”** to be compatible with those portions of the Tuscan Project existing today.

e. **UNITS:** The minimum unit size shall be 650 square feet.

6. **NOTICES.** 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). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile, or telecopy. 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). The party’s addresses for the delivery of all such notices are as follows:

As to the City            Matthew Morton, City Manager  
160 Lake Avenue  
Palm Coast, Florida, 32164

As to the Owner:        C/O Brandon Rosser, Esq.  
SW Tuscan Reserve LP  
360 Central Avenue, Suite 1130  
St. Petersburg, FL 33701

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

7. **TERM / EFFECTIVE DATE.** This Agreement shall be effective upon approval by the City Council of the City of Palm Coast, Florida and execution of this Agreement by all parties.

8. ENTIRE AGREEMENT EFFECT ON PRIOR AGREEMENTS. This 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 Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amended and Restated MPD

ATTEST:

CITY OF PALM COAST, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

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

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

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires:

WITNESSES:

“OWNER”

SW Tuscan Reserve LP, a Delaware limited partnership

\_\_\_\_\_

(print)

By: SW Tuscan Reserve GP LLC, a Delaware limited liability company, its General Partner

By: Stoneweg U.S., LLC, a Florida limited liability company, its Managing Member

\_\_\_\_\_

(print)

By: \_\_\_\_\_  
Patrick Richard, Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Patrick Richard, Manager of Stoneweg U.S., LLC, a Florida limited liability company, the Managing Member of SW Tuscan Reserve GP LLC, a Delaware limited liability company, the General Partner of SW Tuscan Reserve LP, a Delaware limited partnership (check one) ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

## **EXHIBIT “1”**

21.1 acres described as the E ½ of Tract 12, Block B, and the W ½ of Tract 8, Block A, Section 8, Township 12 South, Range 31 East, Bunnell Development Company’s Subdivision, a subdivision as recorded in Plat Book 1, Page 1 of the Public Records of Flagler County, Florida.

## **EXHIBIT “2”**

A parcel of land lying in a portion of the East one-half (1/2) of Tract 12, Block B, Bunnell Development Company's Subdivision of Section 8, Township 12 South, Range 31 East, as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows:

**POINT OF BEGINNING** at the Southwest corner of said East one-half (1/2) of Tract 12, proceed North 02°05'05" West, along the West line of the East (1/2) of said Tract 12 a distance of 694.40 feet to the North line of said Tract 12; thence run North 88°50'01" East along said North line a distance of 512.70 feet; thence, departing said North line, run South 02°18'22" East a distance of 695.01 feet to the South line of Tract 12; thence run South 88°53'45" West, along the South line of said Tract 12, a distance of 514.40 feet to the **POINT OF BEGINNING**.

Containing 8.20 +/- acres

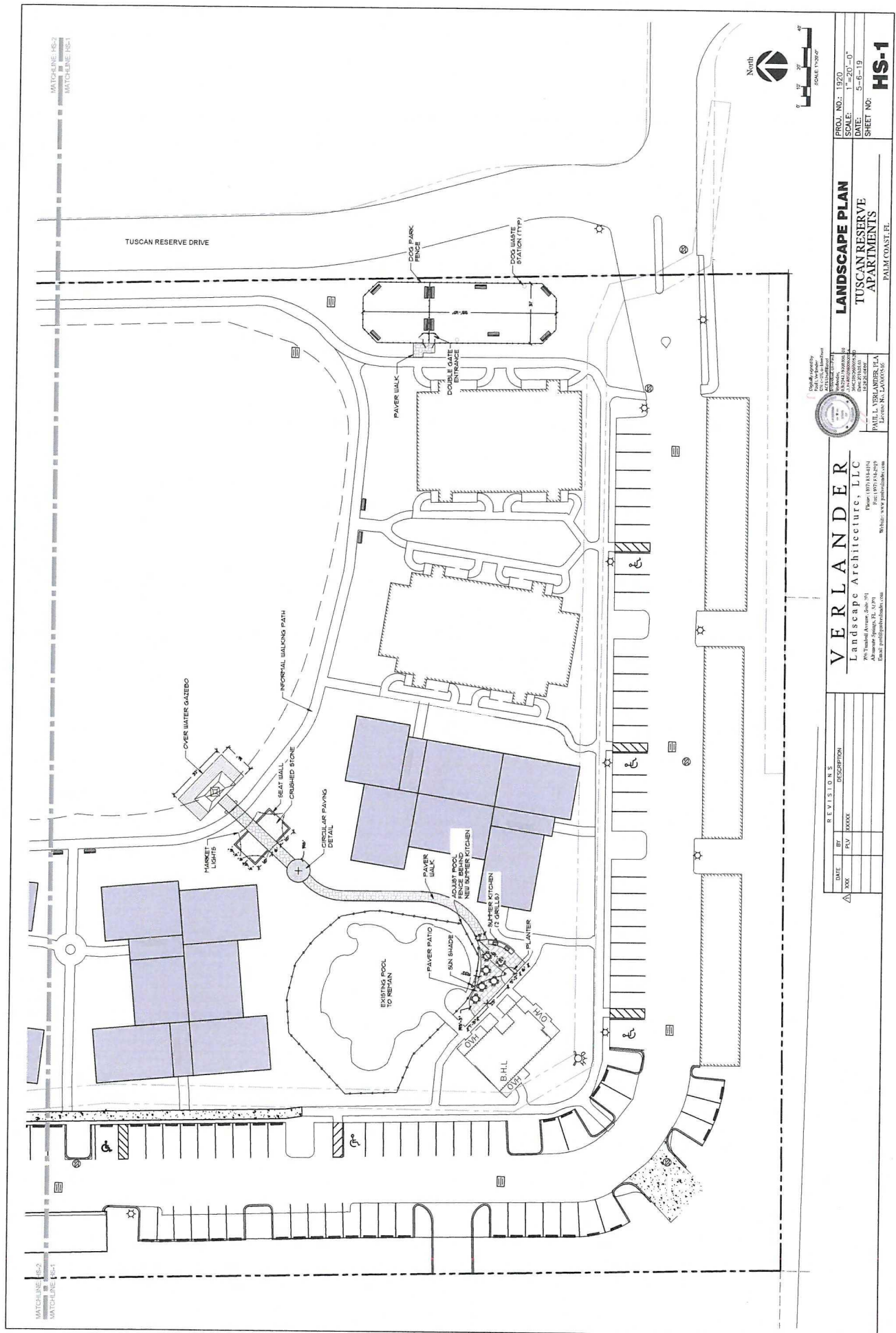
**EXHIBIT “3”**  
**CONCEPTUAL MASTER PLAN**



# **EXHIBIT “4”**

## **CONCEPTUAL LANDSCAPE PLAN**



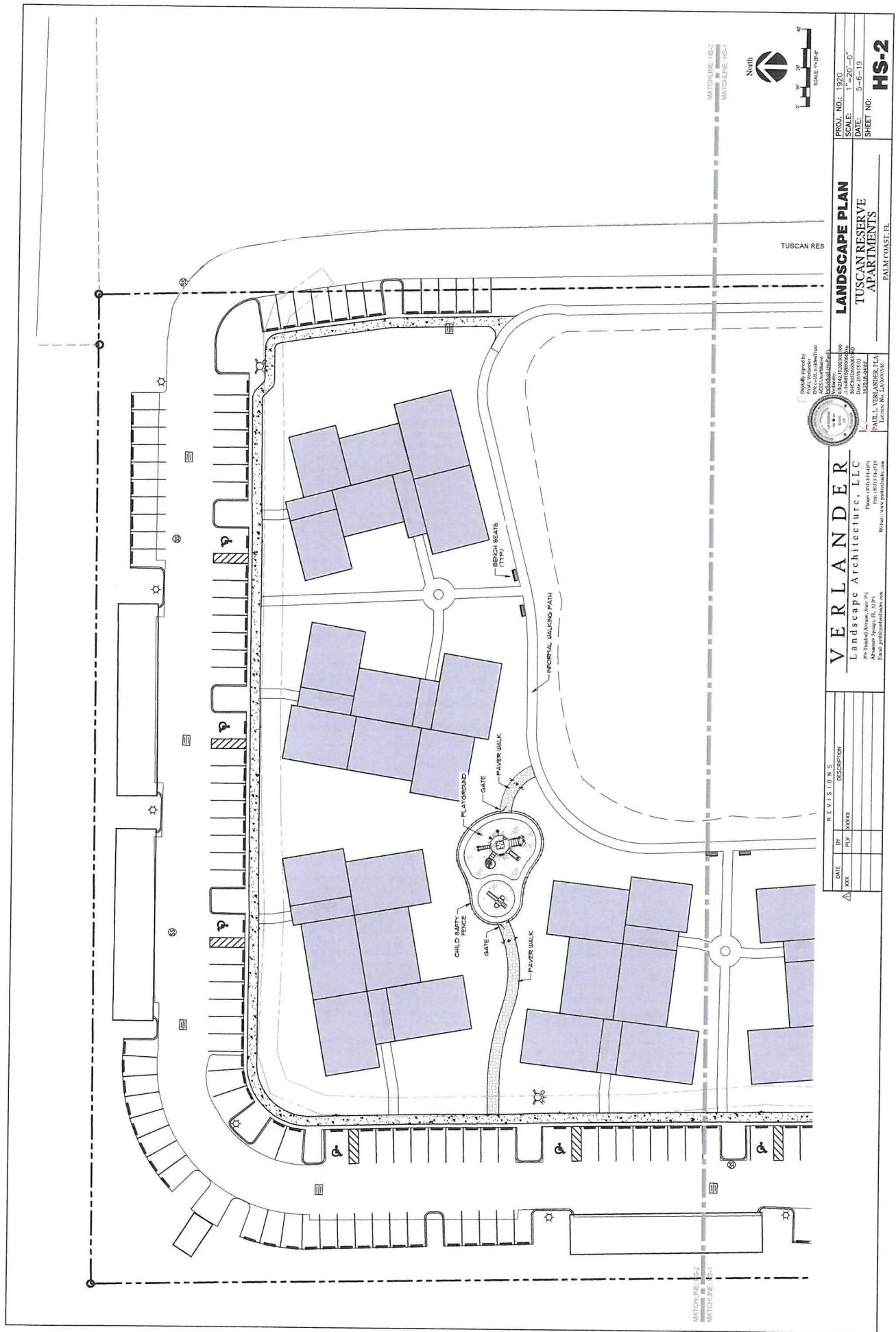


REVISIONS	
DATE	DESCRIPTION
XXX	PLV XXXXX

**VERLANDER**  
 Landscape Architecture, LLC  
 7800 Truist Avenue, Suite 101  
 Palm Beach Gardens, FL 33418  
 Phone: (561) 944-4414  
 Email: info@verlander.com  
 Website: www.verlander.com

**LANDSCAPE PLAN**  
 TUSCAN RESERVE  
 APARTMENTS  
 PALM COAST, FL

PROJ. NO.: 1920  
 SCALE: 1"=20'-0"  
 DATE: 5-6-19  
 SHEET NO.: **HS-1**



REVISIONS			DESCRIPTION
DATE	BY	CHK	
	PCW	XXX	

**VERLANDER**  
 Landscape Architecture, LLC  
 300 Tusculum Avenue, Suite 101  
 Palm Beach Gardens, FL 33410  
 Phone: (561) 944-4444  
 Fax: (561) 944-4444  
 Website: www.verlanderllc.com

**LANDSCAPE PLAN**  
**TUSCAN RESERVE**  
**APARTMENTS**

PROJ. NO.: 1920  
 DATE: 5-6-19  
 SHEET NO.: **HS-2**



Digitally signed by  
 Paul L. Verlander  
 DN: cn=Paul L. Verlander, o=Paul L. Verlander, ou=Paul L. Verlander, email=p.verlander@verlanderllc.com, c=US

# **EXHIBIT “5”**

## **EMERGENCY ACCESS EASEMENT**

A MAP SHOWING A SKETCH OF DESCRIPTION  
LYING IN LOT 1,  
TOWN CENTER PHASE 3 - BROOKHAVEN AT TOWN CENTER  
MAP BOOK 36, PAGE(S) 50 - 56  
FLAGLER COUNTY, FLORIDA

**DESCRIPTION:**

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 1, TOWN CENTER PHASE 3 - BROOKHAVEN AT TOWN CENTER AS RECORDED IN MAP BOOK 36, PAGE(S) 50 THROUGH 56 OF THE PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA; THENCE NORTH 02°08'49" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 156.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°26'45" WEST, LEAVING SAID EAST LINE OF LOT 1, A DISTANCE OF 140.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 72.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°37'59" WEST, 58.39 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°50'32", AN ARC LENGTH OF 60.12 FEET; THENCE NORTH 42°42'44" WEST, A DISTANCE OF 33.06 FEET TO A POINT ON A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 135.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 41°32'01" EAST, 20.10 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°32'21", AN ARC LENGTH OF 20.12 FEET; THENCE SOUTH 42°42'44" EAST, A DISTANCE OF 35.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 52.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 66°37'58" EAST, 42.17 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°50'28", AN ARC LENGTH OF 43.42 FEET; THENCE NORTH 89°26'48" EAST, A DISTANCE OF 139.94 FEET TO THE EAST LINE OF AFOREMENTIONED LOT 1; THENCE SOUTH 02°08'49" EAST, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 4515 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

**GENERAL NOTES:**

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE THAT CERTAIN PLAT OF "TOWN CENTER PHASE 3 - BROOKHAVEN AT TOWN CENTER" AS RECORDED IN MAP BOOK 36, PAGE(S) 50 THROUGH 56 OF THE PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA. BEARINGS ARE REFERENCED TO THE EASTERLY LINE OF LOT 1 OF AFOREMENTIONED PLAT. BEARING BEING N 02°08'49" W.
- 2.) THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THE UNDERSIGNED AND R.D. RICHARDS SURVEYING, INC., MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
- 3.) THERE MAY BE OTHER MATTERS, PUBLIC AND/OR PRIVATE, AFFECTING THIS PROPERTY NOT KNOWN TO THIS SURVEYOR.
- 4.) THIS IS A TWO PAGE DOCUMENT AND NOT VALID UNLESS BOTH SHEETS ARE PRESENT.
- 5.) ATTENTION IS DIRECTED TO THE FACT THAT THIS DRAWING MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.

ROBERT D. RICHARDS  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERT. #5790

"NOT VALID WITHOUT THE SIGNATURE  
AND THE RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER"

**SHEET 1 OF 2**

**R.D. RICHARDS SURVEYING, INC.**  
PROFESSIONAL SURVEYING & MAPPING

FIELD WORK: NA FIELD FILE: NA JOB NO.: 12-107.2 DRAWING: 12-107EASE.DWG

8567 C. R. 13 NORTH  
SAINT AUGUSTINE, FL 32092  
LICENSED BUSINESS NO. 7397  
PHONE: (904) 940-0721  
FAX: (904) 940-5896

# A MAP SHOWING A SKETCH OF DESCRIPTION

LYING IN LOT 1,  
TOWN CENTER PHASE 3 - BROOKHAVEN AT TOWN CENTER  
MAP BOOK 36, PAGE(S) 50 - 56  
FLAGLER COUNTY, FLORIDA

10' MULTI USE  
EASEMENT

10' MULTI USE  
EASEMENT

## LEGEND:

R/W .. RIGHT-OF-WAY LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°08'49" W	156.72'
L2	S 89°26'45" W	140.49'
L3	N 42°42'44" W	33.06'
L4	S 42°42'44" E	35.08'
L5	N 89°26'48" E	139.94'
L6	S 02°08'49" E	20.01'

SCALE: 1" = 50'

MAP OF THE BUNNELL DEVELOPMENT COMPANY'S  
LAND AT BUNNELL, FLORIDA  
MAP BOOK 1, PAGE 1

BROOKHAVEN COURT SOUTH  
(40' R/W BY PLAT)

POINT OF BEGINNING

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	72.00'	60.12'	47°50'32"	N 66°38'00" W	58.39'
C2	135.00'	20.12'	8°32'21"	N 41°32'01" E	20.10'
C3	52.00'	43.42'	47°50'28"	S 66°37'58" E	42.17'

TOWN CENTER PHASE 3-  
BROOKHAVEN AT TOWN CENTER  
MAP BOOK 36, PAGE 50

LOT 1

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF LOT 1

EAST 1/2 OF  
TRACT 12  
BLOCK B  
SECTION 8  
TOWNSHIP 12 SOUTH  
RANGE 31 EAST

LOT 4

LOT 5

LOT 6

WHISPERING PINES PARK  
MAP BOOK 5, PAGE 22

TRACT 11  
BLOCK B  
SECTION 8  
TOWNSHIP 12 SOUTH  
RANGE 31 EAST

SHEET 2 OF 2

R.D. RICHARDS SURVEYING, INC.

PROFESSIONAL SURVEYING & MAPPING

FIELD WORK: NA

FIELD FILE: NA

JOB NO.: 12-107.2

DRAWING: 12-107EASE.DWG

8567 C. R. 13 NORTH  
SAINT AUGUSTINE, FL 32082  
LICENSED BUSINESS NO. 7397

PHONE: (904) 940-0721  
FAX: (904) 940-5896

# **EXHIBIT “6”**

## **SIGN EASEMENT**

An easement lying in Section 8, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**COMMENCE** a the Southwest corner of said Section 8, thence proceed North 01°13'43" West, along the West line of Section 8, a distance of 2542.14 Feet to the intersection of the Westerly one-quarter (1/4) corner of Section 8 and the Centerline of Section 8; thence North 89°09'25" East along said Centerline a distance of 2704.29 feet to the center of Section 8, thence North 02°26'27" West along the Centerline of Section 8, a distance of 38.28 feet to the intersection of the Centerline of Section 8 with the Northerly Right-of-Way line of State Road 100; thence North 89°09'05" East along said North Right-of-Way line a distance of 25.01 feet; thence leaving said North Right-of-Way line North 02°26'27" West, a distance of 20.00 feet to a Point on the North line of a 20.00 foot wide F.D.O.T acquisition (said acquisition being 20.00 feet northerly of and parallel to the North Right-of-Way line of State Road 100) and to the **POINT OF BEGINNING**; thence North 02°26'27" West, along the East line of a 50.00 foot wide road easement a distance of 36.01 feet; thence North 89°09'05" East, a distance of 29.00 feet, thence South 00°50'55" East, a distance of 36.00 feet to said North line of F.D.O.T. acquisition; thence South 89°09'05" West, along said North line a distance of 28.00 feet to the **POINT OF BEGINNING**.

Containing 1026.00 square feet (0.02 acres) more or less.

# **EXHIBIT “7”**

## **CONCEPTUAL ELEVATION**



Conceptual Elevation  
SCALE: 3/32" = 1'-0"

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

RETURN TO:  
City Clerk  
City of Palm Coast  
160 Lake Avenue  
Palm coast, FL 32164

### **THIRD AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT FOR TUSCAN RESERVE**

This Third Amended and Restated Master Planned Development (MPD) Agreement for Tuscan Reserve (the “Agreement”) is entered into between the City of Palm Coast whose address is 160 Lake Avenue, Palm Coast, FL 32164 (the “City”) and SW Tuscan Reserve LP whose address is 360 Central Avenue, Suite 1130, St. Petersburg, Florida 33701 (the “Owner”).

#### **Recitals**

**WHEREAS**, on or about March 3, 2005, the City passed Ordinance 2005-14 (recorded in O.R. Book 1226, Page 1899, Public Records of Flagler County, Florida) approving an Amendment to the Madison Green Master Planned Development Agreement (hereinafter the “Original MPD Agreement”) which essentially permitted the construction of two multifamily projects on approximately 21 acres of land located off State Road 100 (the “Property”) (**Exhibit “1”**) which are now commonly known as Madison Green Apartments (“Madison Green”) and Tuscan Reserve Apartments (“Tuscan Reserve”).

**WHEREAS**, the portion of the Property commonly known as Tuscan Reserve is described in **Exhibit “2”** attached hereto and is identified herein as the “Tuscan Property” and/or the “Tuscan Project”.

**WHEREAS**, Madison Green was constructed in 2007 as a 128-unit apartment complex.

**WHEREAS**, in 2008, a prior owner constructed the infrastructure (roads, stormwater, utilities, etc.), 16 condominium units, and the clubhouse amenities for the Tuscan Project.

However, given the economic down turn, the remaining units permitted in the Tuscan Project were not constructed.

**WHEREAS**, the Original MPD Agreement was amended and restated with respect to only the Tuscan Property pursuant to that certain Amended and Restated Master Plan Development Agreement for Tuscan Reserve recorded August 5, 2014 in O.R. Book 2017, Page 54, Public Records of Flagler County, Florida (the “Tuscan MPD Agreement”).

**WHEREAS**, the Tuscan MPD Agreement permits, among other things, that the Owner can develop up to 115 units along with the associated amenities on the Tuscan Property.

**WHEREAS**, the Owner desires to resume construction of the remaining portion of the Tuscan Reserve Property but desires to amend and restate the Tuscan MPD Agreement to accommodate present market conditions and ensure the Tuscan Project's viability.

**WHEREAS**, on May \_\_\_\_, 2019, the Owner filed an application with City to amend and restate the Tuscan Reserve MPD Agreement.

**WHEREAS**, it is the intent of the City and the Owner to amend and restate the Tuscan Reserve MPD Agreement. The Original MPD Agreement shall continue in full force and effect as to Madison Green, and shall in no way affect the Madison Green Development Standards.

**NOW THEREFORE**, in consideration of the mutual covenant contained herein, the City and Owner amend and restate the Tuscan Reserve MPD Agreement as follows:

1. The aforementioned recitals are taken as true, incorporated by reference and made a material part of this Agreement.

2. CONCEPTUAL SITE PLAN APPROVAL AND DEVELOPMENT REVIEW PROCESS

- a. The provisions of the City of Palm Coast Land Development Code (the “LDC”), as shall be amended from time to time, shall be applicable to the Tuscan Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Agreement. As part of this approval, the Conceptual Master Plan (**Exhibit “3”**) shall be deemed the controlling Master Plan for the Tuscan Reserve Property. The Conceptual Master Plan depicts the Tuscan Project’s characteristics and

delineates the Tuscan Project's boundaries, streets, easements, property lines, general location of buildings and intended uses. The Conceptual Master Plan also illustrates the design and location of access points, driveways, parking, signage, landscape buffers, tree preservation, primary sidewalk/pathway system and other pertinent information. The future site plan can allow up to a 25 percent accumulative design change from the Conceptual Master Plan provided that the substantial integrity of the Conceptual Master Plan is maintained. However, no deviation from applicable LDC, as shall be amended from time to time, requirements or specific requirements within this Agreement may be approved during the Site Plan review process, including but not limited to items such as: height, density increase, setbacks, and buffer requirements.

3. LAND DEVELOPMENT CODE NON-APPLICABILITY.

- a. The development of the Tuscan Project shall proceed in accordance with the terms of this Agreement. In the event of an inconsistency between the terms of this Agreement and the LDC, as shall be amended from time to time, the terms of this Agreement shall prevail. Where specific requirements are not contained in the Agreement, the LDC, as shall be amended from time to time, shall apply to the extent that it does not conflict with the provisions of this Agreement or the general intent of the Conceptual Master Plan. The requirements of the Agreement supersede any inconsistent provisions of LDC of the City, as shall be amended from time to time, unless provided elsewhere in this Agreement.

4. DEVELOPMENT STANDARDS: The Development Standards identified below shall replace all design standards for the Tuscan Property.

- a. PARKING: The Tuscan Project shall provide parking as outlined in the LDC and as generally depicted on Conceptual Master Plan.
- b. OPEN SPACE: Minimum open space shall exceed fifty percent (50%) of the Tuscan Property's gross area. Open space shall be defined by the LDC and include storm water ponds. Flexibility to the minimum open space requirements shall be as provided by the LDC which may include but not limited to, green

building principles, land donation, or other mechanisms that would justify a lower percentage and approved by the LUA. Open Space shall be maintained by either the actual owner of the property or a property owners association as determined by the Owner.

- c. WATER/WASTEWATER: The Tuscan Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All proposed permanent uses within the Tuscan Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Tuscan Project upon payment of applicable fees.
- d. TRANSPORTATION CONCURRENCY: Pursuant to that certain Technical Memorandum prepared by LTG Engineering and Planning dated May 2, 2019 and in conjunction with the Minor Traffic Impact Study prepared by Lassiter Transportation Group, Inc., dated Dec. 2013 ~~-(both studies are attached as Exhibit "4" filed with the City), it appears that there is adequate-~~ roadway capacity ~~exists-~~ to support the Tuscan Reserve Project and that the proposed increase in development density will have a de minimus impact. Reservation of traffic concurrency shall be made only upon issuance of a Development Order (DO) for the Site Plan.
- e. DRAINAGE: As depicted on the Conceptual Master Plan, the Tuscan Project shall include a Master Stormwater System ("MSS"), which was permitted by the SJRWMD. The MSS design shall meet, and be governed by, applicable SJRWMD and City of Palm Coast rules and regulations. Best Management Practices (BMPs) to treat, control, attenuate, and convey stormwater and surface waters may include, but are not limited to, vegetated natural buffers, swales, dry retention and wet detention
- f. LANDSCAPING: The Tuscan Project shall be developed in in compliance with the LDC as generally depicted on the Conceptual Landscape Plan (Exhibit "54").

- g. LIGHTING: All additional exterior Lighting shall comply with the LDC and be consistent with the Tuscan Project's architectural styles.
- h. FIRE PROTECTION: Fire protection requirements for the Tuscan Project have been met through a system of fire hydrants installed on the site by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Tuscan Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Tuscan Project and in accordance with established local response agreements.
- i. UTILITIES: All internal utility lines for the Tuscan Project have been placed underground.
- j. INTERCONNECTIVITY: All buildings within the Tuscan Project shall be interconnected by roadways, driveways, sidewalks and paths, and the Tuscan Project shall be interconnected to the neighboring Madison Green portion of the Property as called for by the City's Comprehensive Plan, and as necessary to meet ADA Accessibility requirements.
- k. RESOURCE PROTECTION. The Owner shall comply with LDC, as shall be amended from time to time.
- l. WETLANDS: The Owner shall comply with LDC, as shall be amended from time to time and all applicable SJRWMD permits.
- m. EMERGENCY ACCESS: The Owner of the Brookhaven parcel to the West has provided an access easement for emergency ingress/egress between Brookhaven and the Tuscan Project as generally depicted by **Exhibit “65”**. The Owner shall provide an easement that connects to the easement location depicted in **Exhibit “65”** that provides access rights to Municipal and Emergency vehicles. The Site Plan for the Tuscan Project shall include an emergency access path, which shall be paved or constructed in an alternative method approved by the City LUA and the Fire Chief from the Tuscan Project to the Brookhaven access easement

depicted in **Exhibit “65”**. This access shall be constructed by the Owner of the Tuscan Project during construction of any new residential units.

- n. SIGNAGE: Tuscan Reserve and Madison Green Master Planned Development (MPD) have vested rights to use the sign easement (Exhibit “6”) previously approved under the original Madison Green Planned Unit Development (PUD) project (Ordinance # 2001-28) and previously approved Madison Green Site Plan. The sign shall comply with the current Land Development Code, as may be amended from time to time.

5. DIMENSIONAL STANDARDS:

a. LOT SIZE/SET BACKS/HEIGHT:

- i. Project Size: The Tuscan Project is 8.20 +/- acres.
- ii. Building Setbacks: Building setbacks shall be a minimum of 85 feet from the north, south and west Tuscan Project boundaries, except for garage buildings, which may follow a 10 foot building setback. Building setbacks from the eastern boundary of the Tuscan Project shall be a minimum of 50 feet, consistent with the pattern of existing site development.
- iii. Buffers: All buffers within the Tuscan Project shall be created and constructed in accordance with the LDC.
- iv. Height: 45 feet maximum as measured by the LDC.

- b. IMPERVIOUS: Maximum impervious area shall be sixty five percent (65%) of the Tuscan Project's gross area. The terms "pervious" and "impervious" are defined by the LDC.

- c. DENSITY: Consistent with the City’s Comprehensive Plan, the maximum density for the Tuscan Project is 15 dwelling units per acre, and the proposed density for the Tuscan Project is 15 dwelling units per acre. A total of 123 multifamily units inclusive of the existing units may be constructed along with a leasing office and the recreational amenities as generally depicted on the Conceptual Master Plan.

- d. ARCHITECTURE: The architectural requirements shall comply with the LDC Chapter 13, ARCHITECTURAL DESIGN GUIDELINES, in effect at the time of development. The Owner intends for the architectural features of the Tuscan Project as more as generally depicted on **Exhibit “87”** to be compatible with those portions of the Tuscan Project existing today.
- e. UNITS: The minimum unit size shall be 650 square feet.
6. NOTICES. 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). Any such notice must be personally delivered or sent by registered or certified mail, overnight courier, facsimile, or telecopy. 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). The party’s addresses for the delivery of all such notices are as follows:
- |                         |  |
|-------------------------|--|
| As to the City          | Matthew Morton, City Manager<br>160 Lake Avenue<br>Palm Coast, Florida, 32164  |
| <u>As to the Owner:</u> | C/O Brandon Rosser, Esq.<br>SW Tuscan Reserve LP<br>360 Central Avenue, Suite 1130<br>St. Petersburg, FL 33701                       |
| <u>With copies to:</u>  | Michael D. Chiumento III, Esq.<br>Chiumento Dwyer Hertel Grant & Kistemaker, PL<br>145 City Place, Suite 301<br>Palm Coast, FL 32164 |
7. TERM / EFFECTIVE DATE. This Agreement shall be effective upon approval by the City Council of the City of Palm Coast, Florida and execution of this Agreement by all parties.

8. ENTIRE AGREEMENT EFFECT ON PRIOR AGREEMENTS. This 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 Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Third Amended and Restated MPD

ATTEST:

CITY OF PALM COAST, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

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

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

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

WITNESSES:

“OWNER”

SW Tuscan Reserve LP, a Delaware limited partnership

\_\_\_\_\_

(print)

By: SW Tuscan Reserve GP LLC, a Delaware limited liability company, its General Partner

By: Stoneweg U.S., LLC, a Florida limited liability company, its Managing Member

\_\_\_\_\_

(print)

By: \_\_\_\_\_  
Patrick Richard, Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Patrick Richard, Manager of Stoneweg U.S., LLC, a Florida limited liability company, the Managing Member of SW Tuscan Reserve GP LLC, a Delaware limited liability company, the General Partner of SW Tuscan Reserve LP, a Delaware limited partnership (check one) ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

## **EXHIBIT “1”**

21.1 acres described as the E ½ of Tract 12, Block B, and the W ½ of Tract 8, Block A, Section 8, Township 12 South, Range 31 East, Bunnell Development Company’s Subdivision, a subdivision as recorded in Plat Book 1, Page 1 of the Public Records of Flagler County, Florida.

## **EXHIBIT “2”**

A parcel of land lying in a portion of the East one-half (1/2) of Tract 12, Block B, Bunnell Development Company's Subdivision of Section 8, Township 12 South, Range 31 East, as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida, being more particularly described as follows:

**POINT OF BEGINNING** at the Southwest corner of said East one-half (1/2) of Tract 12, proceed North 02°05'05" West, along the West line of the East (1/2) of said Tract 12 a distance of 694.40 feet to the North line of said Tract 12; thence run North 88°50'01" East along said North line a distance of 512.70 feet; thence, departing said North line, run South 02°18'22" East a distance of 695.01 feet to the South line of Tract 12; thence run South 88°53'45" West, along the South line of said Tract 12, a distance of 514.40 feet to the **POINT OF BEGINNING**.

Containing 8.20 +/- acres

**EXHIBIT “3”**  
**CONCEPTUAL MASTER PLAN**

# **EXHIBIT “4”**

## **CONCEPTUAL LANDSCAPE PLAN**

# **EXHIBIT “5”**

## **EMERGENCY ACCESS EASEMENT**

# **EXHIBIT “6”**

## **SIGN EASEMENT**

An easement lying in Section 8, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

**COMMENCE** a the Southwest corner of said Section 8, thence proceed North 01°13'43" West, along the West line of Section 8, a distance of 2542.14 Feet to the intersection of the Westerly one-quarter (1/4) corner of Section 8 and the Centerline of Section 8; thence North 89°09'25" East along said Centerline a distance of 2704.29 feet to the center of Section 8, thence North 02°26'27" West along the Centerline of Section 8, a distance of 38.28 feet to the intersection of the Centerline of Section 8 with the Northerly Right-of-Way line of State Road 100; thence North 89°09'05" East along said North Right-of-Way line a distance of 25.01 feet; thence leaving said North Right-of-Way line North 02°26'27" West, a distance of 20.00 feet to a Point on the North line of a 20.00 foot wide F.D.O.T acquisition (said acquisition being 20.00 feet northerly of and parallel to the North Right-of-Way line of State Road 100) and to the **POINT OF BEGINNING**; thence North 02°26'27" West, along the East line of a 50.00 foot wide road easement a distance of 36.01 feet; thence North 89°50'55" East, a distance of 36.00 feet to said North line of F.D.O.T. acquisition; thence South 89°09'05" West, along said North line a distance of 28.00 feet to the **POINT OF BEGINNING**.

Containing 1026.00 square feet (0.02 acres) more or less.

**EXHIBIT “7”**

**CONCEPTUAL ELEVATION**



**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT  
June 14, 2019**

## **OVERVIEW**

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<b>Case Number:</b>	3964 (Tuscan Reserve MPD Amendment)
<b>Applicant:</b>	Michael D. Chiumento, III esq.
<b>Property Owner:</b>	Tuscan Reserve, LLC
<b>Property Description:</b>	8.2+/- acres located at 402 Tuscan Reserve Drive
<b>Real Estate ID #:</b>	08-12-31-5830-00000-0000
<b>Current FLUM designation:</b>	Mixed Use
<b>Current Zoning designation:</b>	Master Planned Development
<b>Current Use:</b>	Generally vacant with two 2-story buildings and recreational area.
<b>Requested Action:</b>	Amendment to the Master Planned Development (MPD) Agreement to entitle an additional 8 multi-family units (new total of 123 multi-family units), amend parking, landscaping, and buffer requirements to be subject to the standards in the LDC, and add language regarding signage.
<b>Recommendation:</b>	Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed amendment to the Tuscan Reserve Development Agreement.

## **ANALYSIS**

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### **REQUESTED ACTION**

The proposed action is to amend and restate the Master Plan Development (MPD) Agreement for Tuscan Reserve. The following is a summary of the proposed amendments to the MPD:

1. Increase the maximum number of units from 115 condominium units to 123 multi-family units.
2. Amend the parking, landscaping, and buffer standards to be consistent with the regulations contained within the LDC, and add language regarding signage.

### **BACKGROUND/SITE HISTORY**

The application is for an 8.2+/- acre parcel known as Tuscan Reserve MPD. Tuscan Reserve MPD was once part of the Madison Green MPD which was approved in 2005. In 2014, the Tuscan Reserve MPD was created by splitting the subject parcel from the Madison Green MPD. The approved MPD Agreement in 2014, permitted up to 115 condominium units along with Development Standards that were developed specifically for the development.

## LAND USE AND ZONING INFORMATION

### Surrounding Future Land Use Map Designation:

North: DRI  
 South: Mixed Use  
 East: Mixed Use  
 West: DRI

### Surrounding Zoning Designation:

North: Master Planned Development  
 South: Public/Semi-public & General Commercial  
 East: Master Planned Development  
 West: Master Planned Development

### Surrounding Property Existing Uses:

North: Residential Multi-family  
 South: Office building & Church  
 East: Residential Multi-family  
 West: Residential Multi-family

### Consistency of Proposed Zoning Designation with Surrounding Properties

The application does not propose to change the approved uses on the subject site. The amendments will mainly bring the development standards to be consistent with the LDC.

The proposed amendment will have minimal impact on the surrounding properties.

### COMPARISON OF SITE DEVELOPMENT REQUIREMENTS:

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

Development Feature	Current	Proposed
# of Units	115 (16 constructed)	123
Max. Height	40'	45'
Open Space Area	195,318 (54.71%)	198,220 (55.53%)
# of Buildings	9 (including 2 existing)	8 (including 2 existing)
Recreation Area	Existing Clubhouse with Amenity Center (Pool and Spa)	In addition to existing amenities, addition of Playground (tot lot) and Dog Park

### Setback Table

Setback	Current	Proposed
Front Yard (S)	105'	105'
Rear Yard (N)	92'	97'
Side Yard (E)	50'	51'
Side Yard (W)	90'	100'

### Other Development Standards

The proposed MPD Development Agreement will require the development to meet the development standards established in the Land Development Code for parking, landscaping, and buffers.

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

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

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

**Staff Finding:** The proposed amendments to the MPD-DA is not in conflict with, or contrary to, the public interest. The proposed changes will use the development standards in the LDC for the development. Additionally, the 8 additional units will not have a significant impact on the public facilities capacity.

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

**Staff Finding:** The Tuscan Reserve MPD was found to be consistent with the Comprehensive Plan. The proposed amendments to the MPD-DA will continue the project's development consistent with the Comprehensive Plan and Land Development Code.

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

**Staff Findings:** No significant financial liability or hardship is expected from the proposed amendments.

*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 amendment to the MPD-DA will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants.

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

**Staff Finding:** The rezoning request would not affect any requirements imposed by Federal, State or local government. Moving forward, Tuscan Reserve will still need to apply for all applicable development orders and permits.

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

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

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

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

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

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

**Staff Finding:** The proposed MPD-DA amendment does not negatively impact the economy of the surrounding area.

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

**Staff Finding:** The proposed MPD-DA will entitle an additional 8 multi-family units. The additional impacts will not significantly impact the existing service and per the traffic report will have a “de minimus” impact on the roadway network.

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

**Staff Finding:** There are no changes to the circumstances or conditions affecting the area.

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

**Staff Finding:** The proposed amendment to the MPD-DA will not create an incompatibility with uses and development patterns in the proximate area. Therefore, the amendment will not cause a potential threat to the health, safety, and welfare of the surrounding residents. The area to the south of the subject property has some existing drainage issues. At the time of subdivision platting/construction plans the developer will ensure that off-site properties and off-site drainage facilities will not be negatively affected by the on-site project improvements, to the satisfaction of the City stormwater engineer.

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

**Staff Finding:** The proposed amendment to the Tuscan Reserve MPD accomplishes a legitimate public purpose by deeming the LDC as the required development standards for the development.

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

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

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

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

**Staff Finding:** The proposed amendment will establish the LDC regulations as the standards for development of the Tuscan Reserve MPD.

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

**Staff Finding:** The application is consistent with the intent of the LDC. The development is consistent with the character and density/intensity of the areas to the north, west, and east.

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

**Staff Finding:** See previous finding.

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

**Staff Finding:** As previously stated, the proposed MPD-DA will entitle an additional 8 multi-family units. The additional impacts will not significantly impact the existing service and per the traffic report have a “de minimus” impact on the roadway network.

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

**Staff Finding:** The MPD-DA does not propose to have development phases.

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

**Staff Finding:** The subject property was previously approved for 115 units. The proposed addition of 8 units will not create a significant impact on the roadway network. There is currently adequate capacity to accommodate the proposed development.

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

**Staff Finding:** The proposed MPD-DA amendment will not impact the benefits provided by approving the development of Tuscan Reserve as an MPD.

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

**Staff Finding:** The project is within the City’s Community Redevelopment Area (CRA). The development of multi-family housing within the CRA is consistent with the objectives of the CRA.

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

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

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

**Staff Finding:** As previously stated, the proposed rezoning of the property does not negatively impact the economy of the surrounding area.

**PUBLIC PARTICIPATION**

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

A neighborhood meeting was held on May 22, 2019 to provide an opportunity for neighboring property owners to receive information about the project. Eight residents attended the neighborhood meeting to ask questions regarding the project's location, drainage plan, and price point.

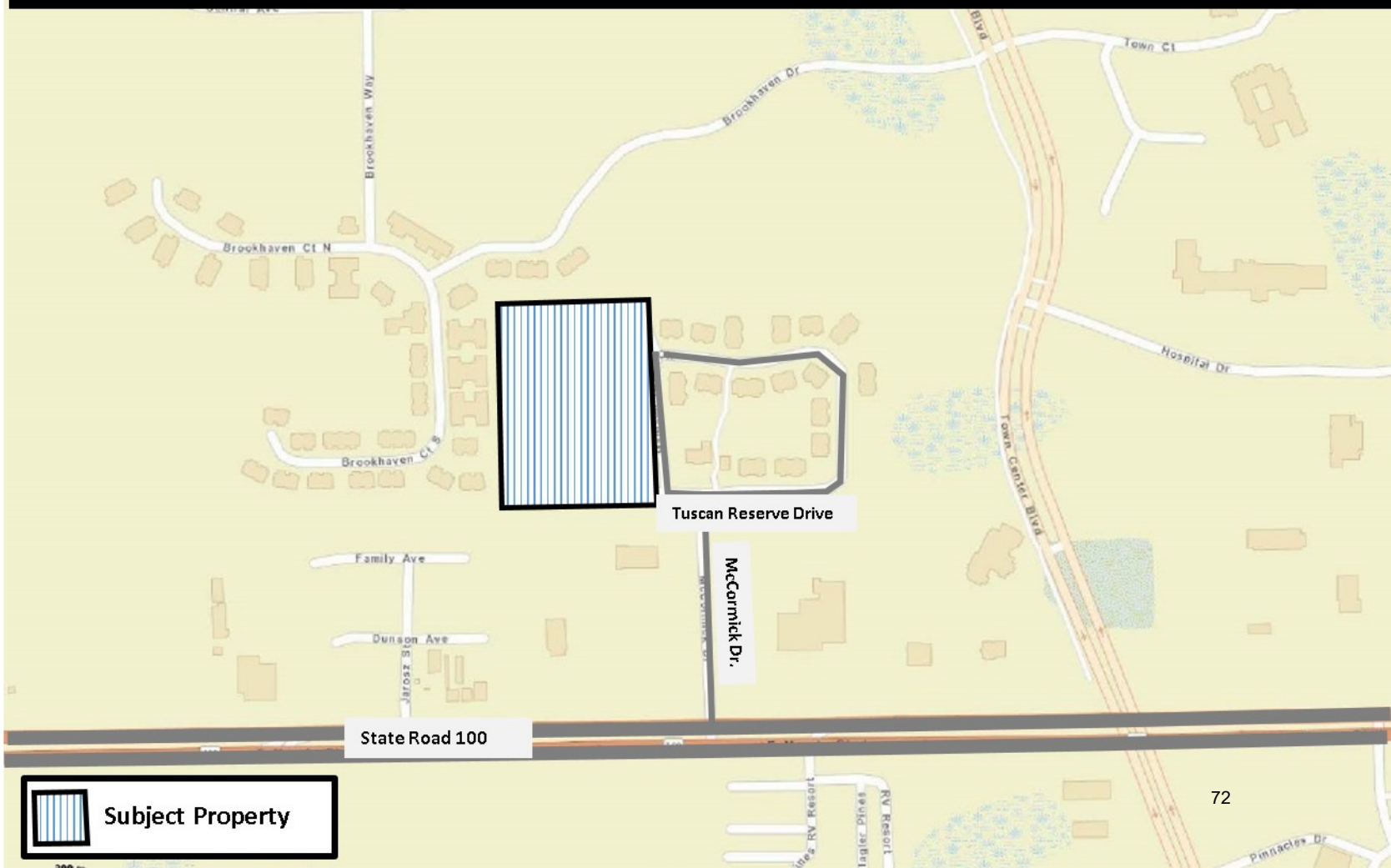
**Planning and Land Development Regulation Board (PLDRB) Meeting**

The PLDRB held a public hearing on June 12, 2019 to take action on the proposed amendment. There were no comments and PLDRB recommended approval of the item.

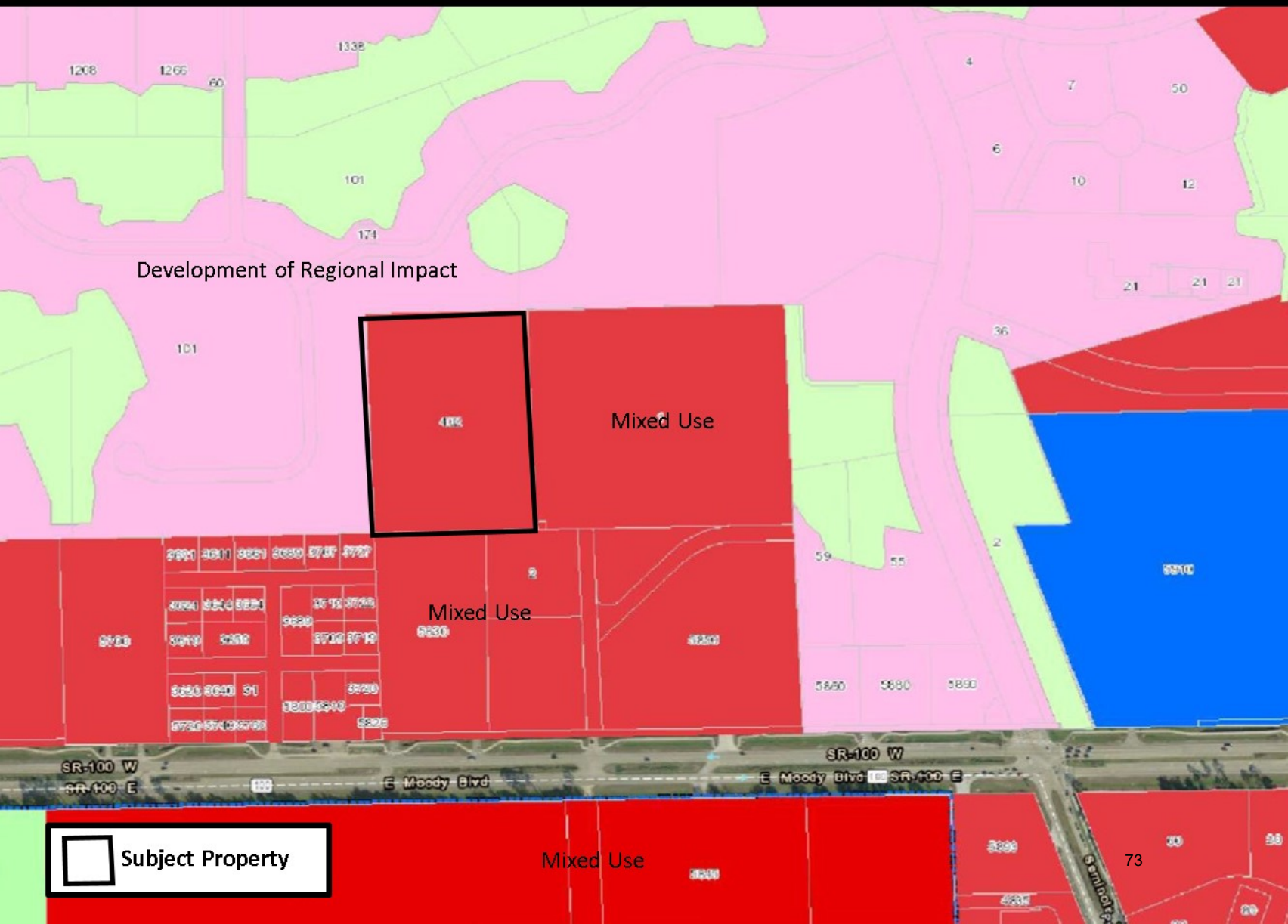
**RECOMMENDATION**

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

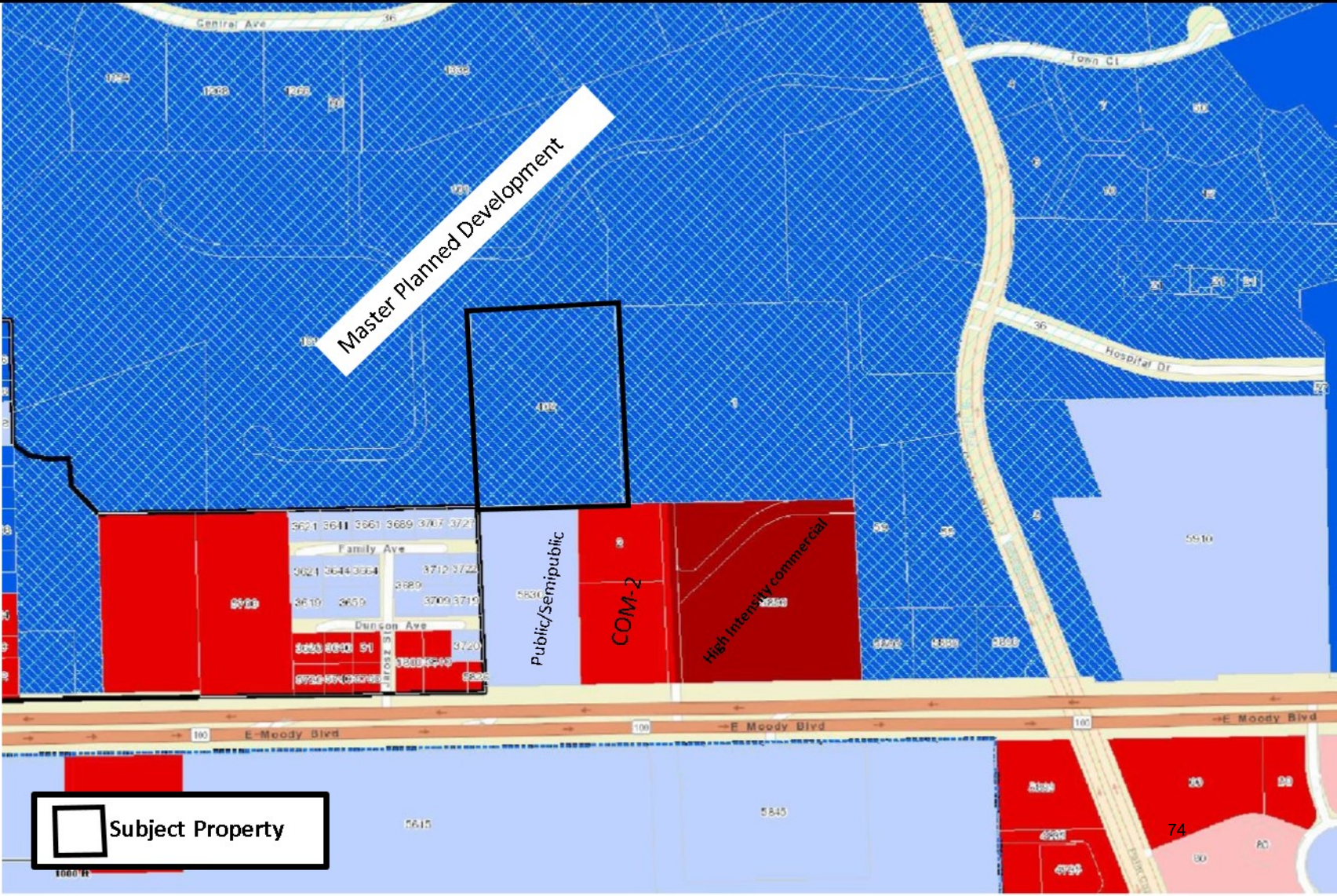
# LOCATION MAP – TUSCAN RESERVE AMENDMENT



# CURRENT FLUM – TUSCAN RESERVE AMENDMENT



## CURRENT ZONING – TUSCAN RESERVE AMENDMENT



Ref: 4826.01

## TECHNICAL MEMORANDUM

**To:** Brandon Rosser  
**From:** Matthew West, AICP  
**Subject:** Tuscan Reserve MPD Modification – Palm Coast, FL  
**Date:** May 2, 2019

### INTRODUCTION

LTG, Inc. (LTG) has been retained by Stoneweg US, LLC to prepare a traffic analysis in support of amending the existing Master Planned Development (MPD). The modification will increase the number of Multi-Family Mid-Rise dwelling units from the currently approved number of 115 to a proposed 123. The subject property is located on Tuscan Reserve Drive north of SR 100 in the City of Palm Coast, Florida.

The methodology and procedures used in this analysis are consistent with the guidelines for the River to Sea Transportation Planning Organization's Traffic Impact Analysis Guidelines.

### TRIP GENERATION FOR THE EXISTING VS PROPOSED MPD

The trip generation for the maximum development scenarios for both the existing MPD and the proposed MPD designations were calculated using the nationally accepted trip generation software, *TripGen* (10<sup>th</sup> Edition), prepared by the Institute of Transportation Engineers (ITE).

The analysis is based on the existing zoning designation of MPD. The previously approved development program for the development includes 115 Multi-Family Mid-Rise dwelling units. As indicated in Table 1, the maximum development of the property under the existing MPD zoning is 51 gross p.m. peak-hour trips.

Next the maximum development potential of the amended MPD zoning was calculated. As proposed, the development program increases the number of dwelling units to 123. As indicated in Table 1, the proposed Future Land Use Map (FLUM) amendment potentially produces an estimated 54 gross p.m. peak-hour trips.

**Table 1**  
**Daily and P.M. Peak-Hour Trip Generation Comparison**  
**Tuscan Reserve – Rezoning**

	Designation	Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Existing Zoning	MPD	Daily	Multi-Family Housing (Mid-Rise)	221	$T = 5.45(X) - 1.75$	115	DU	50%	50%	313	313	625
		PM Peak-Hour			$T = 0.44(X)$			61%	39%	31	20	51
Proposed Zoning	MPD	Daily	Multi-Family Housing (Mid-Rise)	221	$T = 5.45(X) - 1.75$	123	DU	50%	50%	335	335	669
		PM Peak-Hour			$T = 0.44(X)$			61%	39%	33	21	54

The net change between the proposed zoning and the existing zoning designation is determined by subtracting the trips generated by the original MPD designation from the trips generated by the proposed MPD zoning. The proposed MPD zoning will potentially increase the p.m. peak-hour trips by 3 when compared to the existing MPD zoning. As indicated in Table 2, the net trip difference is less than a ten percent (10%) increase for both the number of daily trips and p.m. peak-hour trips, therefore further analysis is not required for the rezoning.

**Table 2**  
**Daily and P.M. Peak-Hour Trip Difference**  
**Tuscan Reserve – Rezoning**

<b>Time Period</b>	<b>Net Trip Difference</b>	<b>Percent Increase</b>
Daily	44	7.0%
PM Peak-Hour	3	5.9%

## **CONCLUSION**

The study was conducted to evaluate the impact the proposed rezoning would have on area roadways. Based on this analysis, the net increase in potential traffic over what is currently approved will not exceed ten percent (10%). Therefore, this rezoning application is recommended for adoption. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

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I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West, AICP

Signature: 

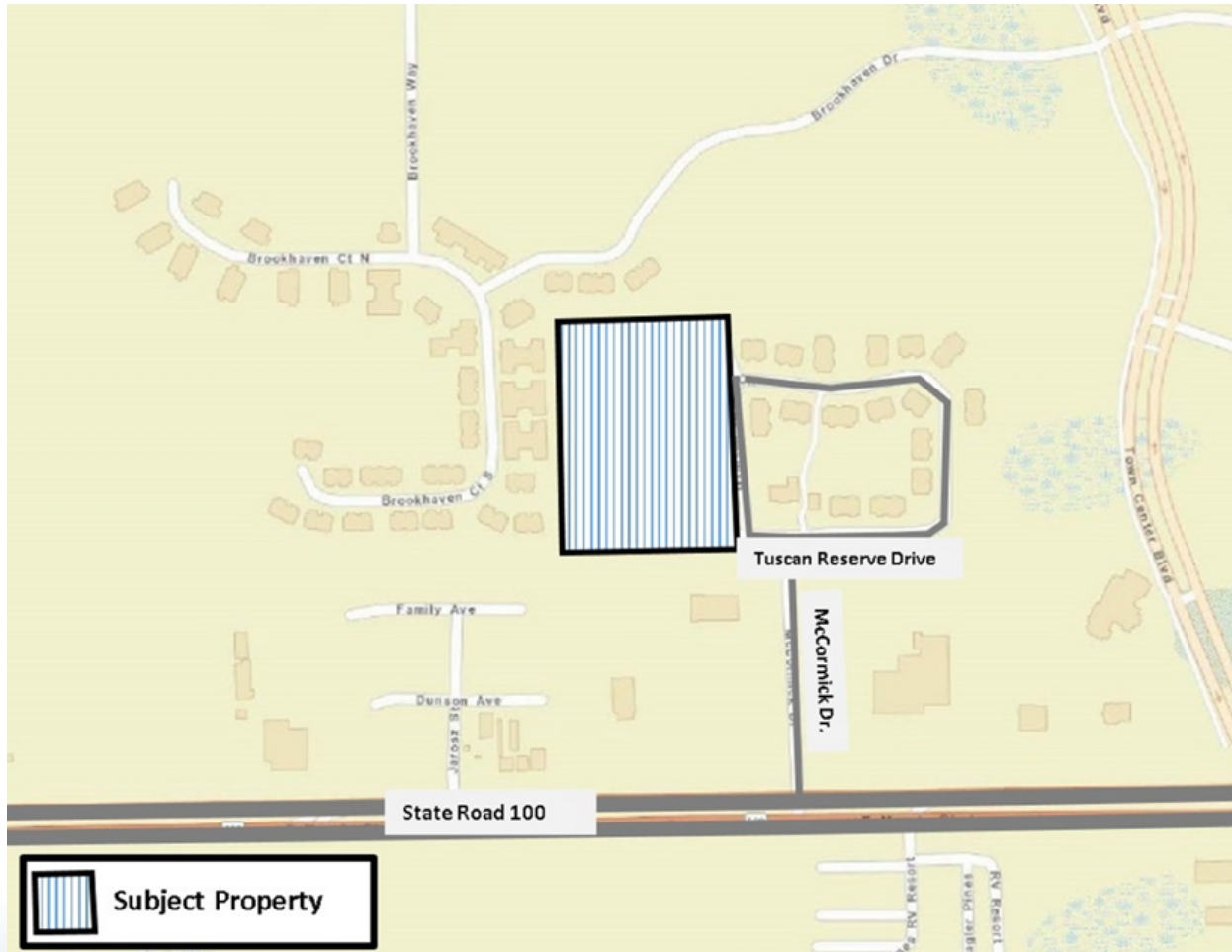
Date: May 2, 2019



# **Tuscan Reserve Master Planned Development (MPD)**

## **Amendment to the Development Agreement**

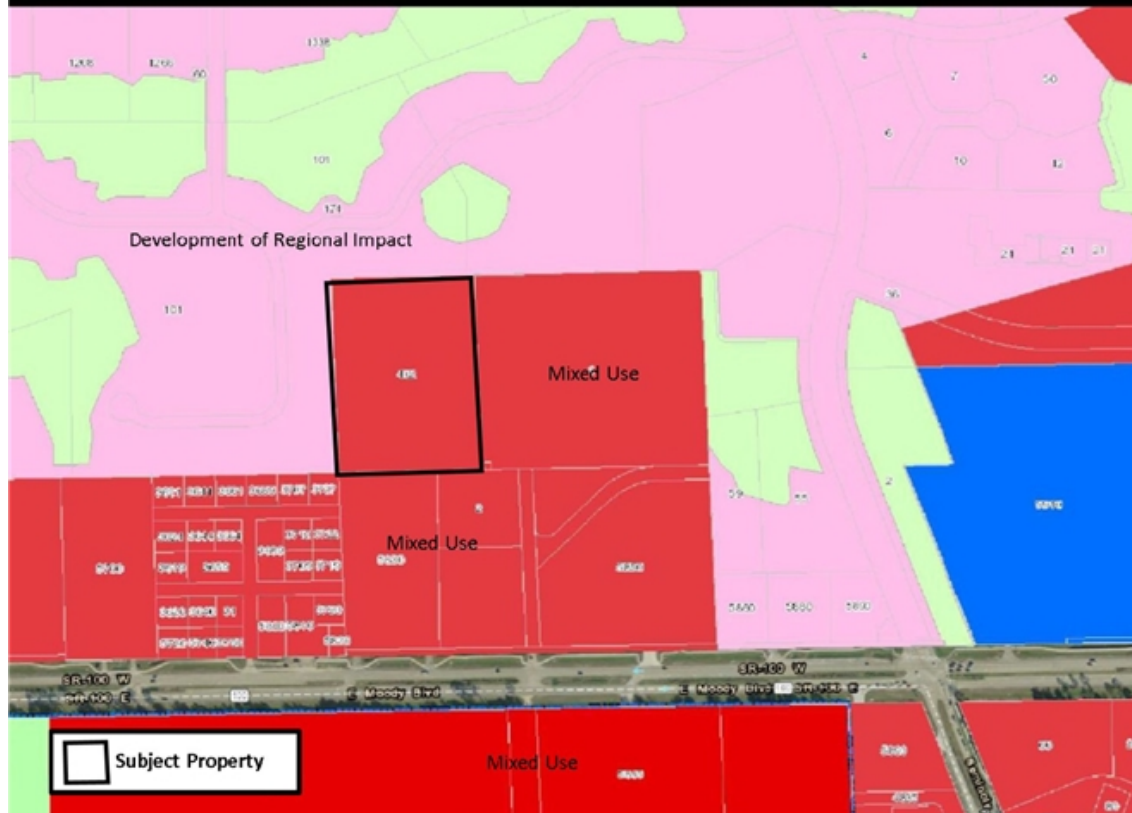
# TUSCAN RESERVE MPD AMENDMENT – BACKGROUND



- 8.2+/- Acres
- Approved in 2005
- Amended in 2014
- Existing two 2-story buildings (16 units) & Amenity Center with swimming pool and spa

# TUSCAN RESERVE MPD AMENDMENT – BACKGROUND

## CURRENT FLUM – TUSCAN RESERVE AMENDMENT



## CURRENT ZONING – TUSCAN RESERVE AMENDMENT

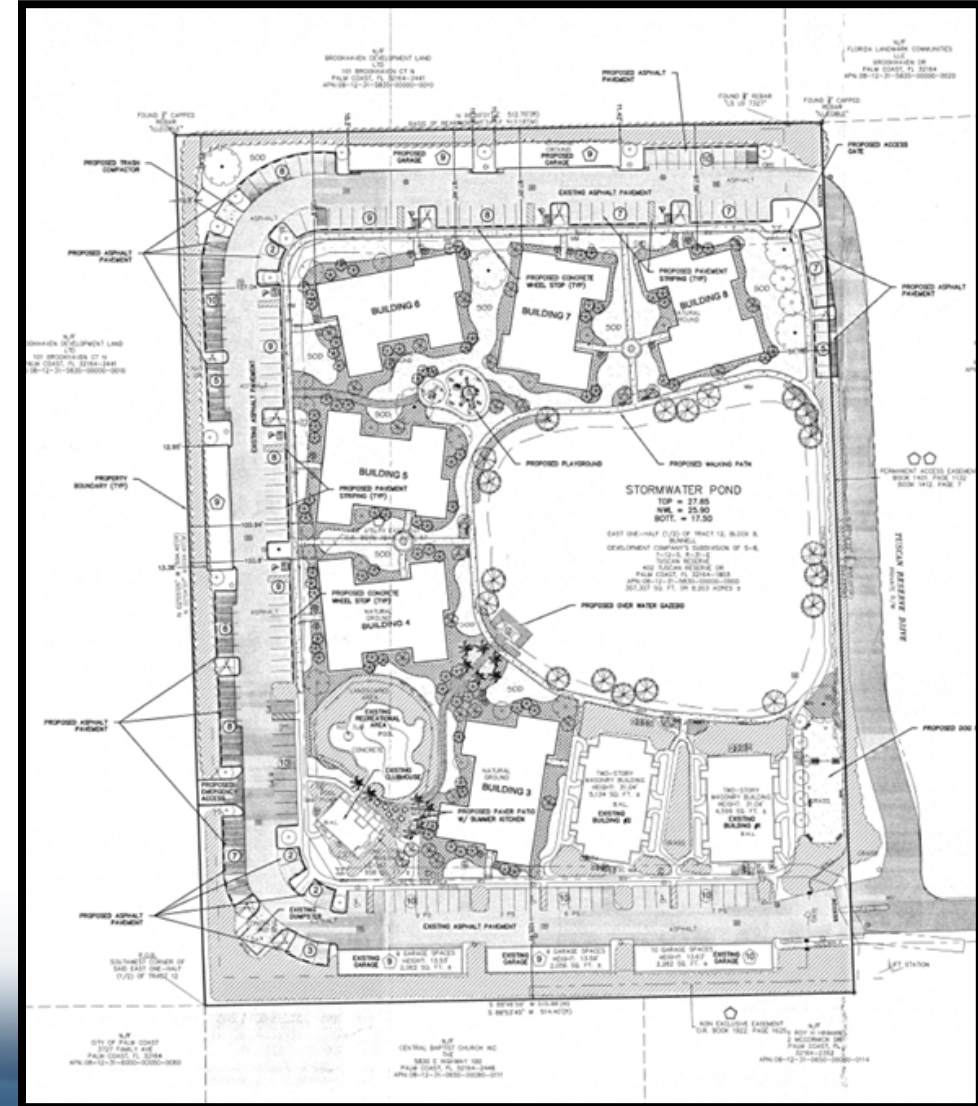
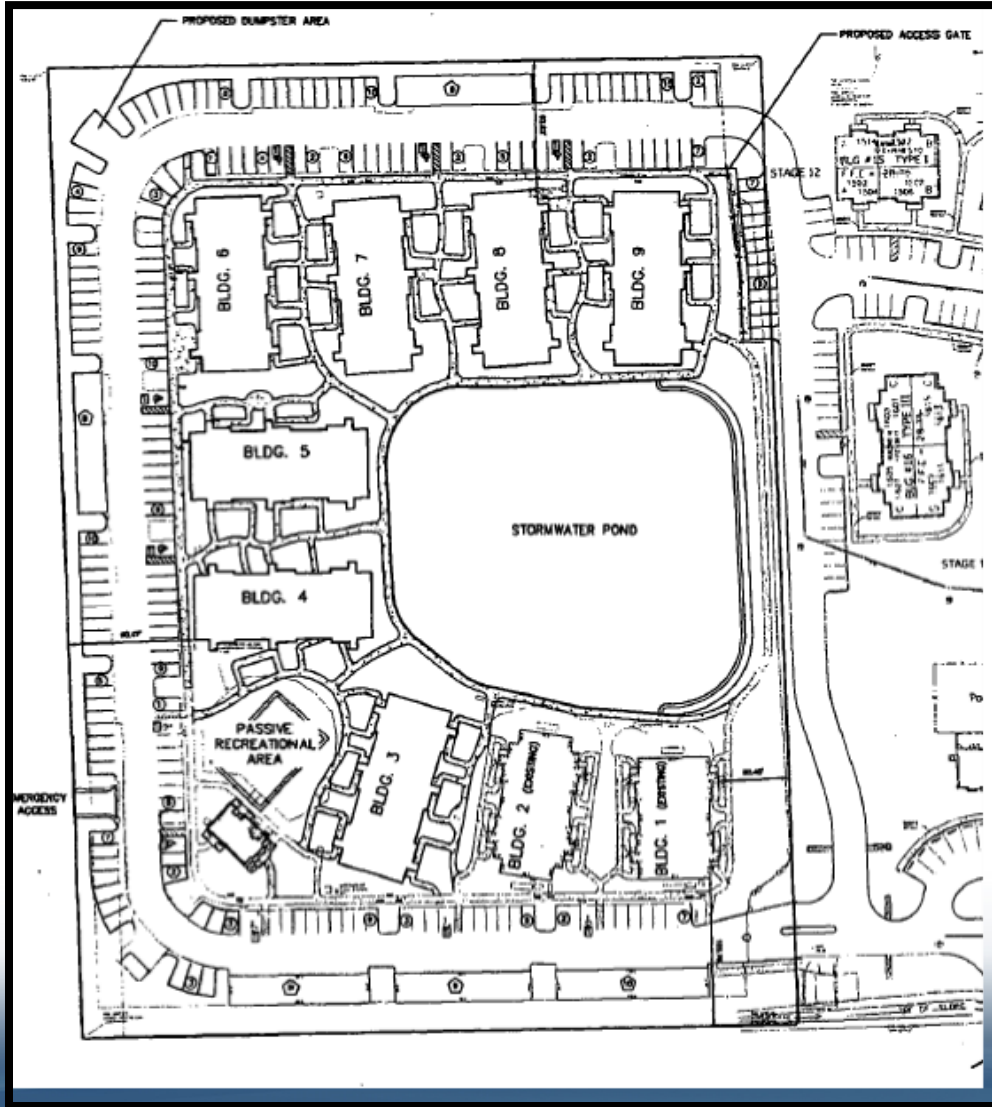


# TUSCAN RESERVE MPD AMENDMENT – REQUEST

Development Feature	Current	Proposed
# of Units	115 (16 constructed)	123
Max. Height	40'	45'
Open Space Area	195,318 (54.71%)	198,220 (55.53%)
# of Buildings	9 (including 2 existing)	8 (including 2 existing)
Recreation Area	Existing Clubhouse with Amenity Center (Pool and Spa)	In addition to existing amenities, addition of Playground (tot lot) and Dog Park

Setback	Current	Proposed
Front Yard (S)	105'	105'
Rear Yard (N)	92'	97'
Side Yard (E)	50'	51'
Side Yard (W)	90'	100'

# TUSCAN RESERVE MPD AMENDMENT – CONCEPTUAL MASTER PLAN



# TUSCAN RESERVE MPD AMENDMENT – REQUEST

1. Additional 8 units to bring total to 123
2. Adopt parking, landscaping, buffer standards as written in Land Development Code
3. Clarification to install sign on existing sign easement must meet requirements in the LDC

# TUSCAN RESERVE MPD AMENDMENT– ANALYSIS

- Amendment does not impact level of service
- Amendment does not create a hazard, development will be required to follow all federal, state, and local regulations
- Amendment is consistent with Comprehensive Plan and criteria in Land Development Code for amendments to MPD

# TUSCAN RESERVE MPD AMENDMENT– RECOMMENDATION

Staff and the PLDRB recommend Approval of the Tuscan Reserve MPD Amendment (Application #3964)

# TUSCAN RESERVE MPD AMENDMENT– Next Steps

- City Council Public Hearings
- Future Applications - Site Plan/Plat Approval



# Questions?

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b> PLANNING <b>Item Key</b> 6721	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject</b> ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 2.8+/- ACRES OF LAND LOCATED 250' NORTHWEST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM CONSERVATION TO GREENBELT-ADVENT HEALTH	
<p><b>Background :</b>  <b><u>UPDATE FROM THE JULY 16, 2019 BUSINESS MEETING</u></b>          This item was heard by City Council at their July 16, 2019 Business Meeting. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE JULY 16, 2019 BUSINESS MEETING</u></b></p> <p>The subject parcel is currently owned by Flagler County. The applicant, Advent-Health intends to use a 6.5+/- acre parcel to develop a Hospital Based Emergency Dept. (HBED). The applicant has submitted an application to amend the Future Land Use Map (FLUM) designation of 2.8+/- acre area within the 6.5+/- acre site for the HBED from Conservation to Greenbelt. The proposed amendment was reviewed for the following:</p> <p>Public Facilities Impacts. An analysis of the proposed amendment's impacts on public facilities and infrastructure does not indicate significant impacts to public facilities (i.e. the impacts do not exceed the accepted Level of Service). Additionally, the impacts will be reviewed in greater detail during the site plan review process.</p> <p>Environmental Resource Impacts. Analysis indicates that the proposed change from "Conservation" to "Greenbelt" is consistent with the Comprehensive Plan based on jurisdictional authority (USACOE will issue "Notice of Intent to Permit" – therefore areas are not regulated as state wetland areas per grandfathering methodology); onsite federal wetland areas are deemed to be of "moderate" quality.</p> <p>Surrounding Land Use. The proposed FLUM designation is consistent with the surrounding areas FLUM designation.</p> <p>Consistency with Comprehensive Plan. The proposed amendment was reviewed for consistency with goals, objectives, and policies of the City's Comprehensive Plan and is found to be consistent with the following goals, objectives, and policies:</p> <ul style="list-style-type: none"> <li>• Objective and Policy to promote compact and contiguous development.</li> <li>• Promoting development in areas with availability of public service and infrastructure.</li> <li>• Creating employment centers and jobs near transportation corridors and neighborhoods.</li> <li>• Providing for appropriate balance of various land uses.</li> </ul>	

**Planning and Land Development Regulation Board (PLDRB) Meeting**

The PLDRB held a public hearing on June 12, 2019 to take action on the proposed amendment. There were no comments and PLDRB recommended approval of the item.

**Neighborhood Meeting**

Consistent with the Land Development Code, an applicant may request a waiver of the NIM and such a waiver may be granted by the Land Use Administrator. The NIM requirement was waived since the three land owners within 300' of the subject property were the City of Palm Coast, the FDOT, and Matanzas Holdings LLC (the agent for the application is also the representative for Matanzas Holdings LLC).

**Recommended Action:** Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve Application # 3981, an amendment to the Future Land Use Map (FLUM) for 2.8 +/- acres from Conservation to Greenbelt.

**ORDINANCE 2019-\_\_\_\_\_**  
**ADVENT HEALTH FUTURE LAND USEMAP AMENDMENT**  
**APPLICATION # 3981**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR 2.8+/- ACRE AREA WITHIN A 6.5+/- ACRE PARCEL LOCATED 250 FEET NORTHWEST OF THE OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PKWY. INTERSECTION AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM CONSERVATION TO GREENBELT, PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE**

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

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

**WHEREAS**, the Palm Coast Planning and Land Development Regulation Board (PLDRB) considered findings and recommendation of staff, citizens, and all interested parties submitting written and oral comments regarding amending the Future Land Use Map (FLUM) for 2.8+/- acre area within a 6.5+/- acre parcel with Flagler County Tax Parcel Identification Number 26-10-30-0000-01020-0010 described in Exhibit “A” from Future Land Use Map designation of Conservation to Greenbelt at a public hearing on June 12, 2019; and

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

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

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

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

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

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

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

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

**SECTION 2. FUTURE LAND USE MAP AMENDED.** The 6.5+/- acre parcel of land, identified as Flagler County Tax Parcel Identification Number 26-10-30-0000-01020-0010, generally located 250 feet northwest of Old Kings Rd. Extension/Matanzas Woods Pkwy. intersection, includes 2.8+/- acres of area designated as Conservation. The designation of said 2.8+/- acre area is hereby amended to Greenbelt.

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

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

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

**APPROVED** on first reading after due public notice and public hearing the 16<sup>th</sup> day of July 2019.

**ADOPTED** on second reading after due public notice and public hearing the 6<sup>th</sup> day of August 2019.

***ATTEST:***

**CITY OF PALM COAST, FLORIDA**

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

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

Attachments:

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

Exhibit “B” – Revised FLUM.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF 6.5+/- ACRE PARCEL**  
**PARCEL ID# (26-10-30-0000-01020-0010)**

PROPERTY DESCRIPTION:

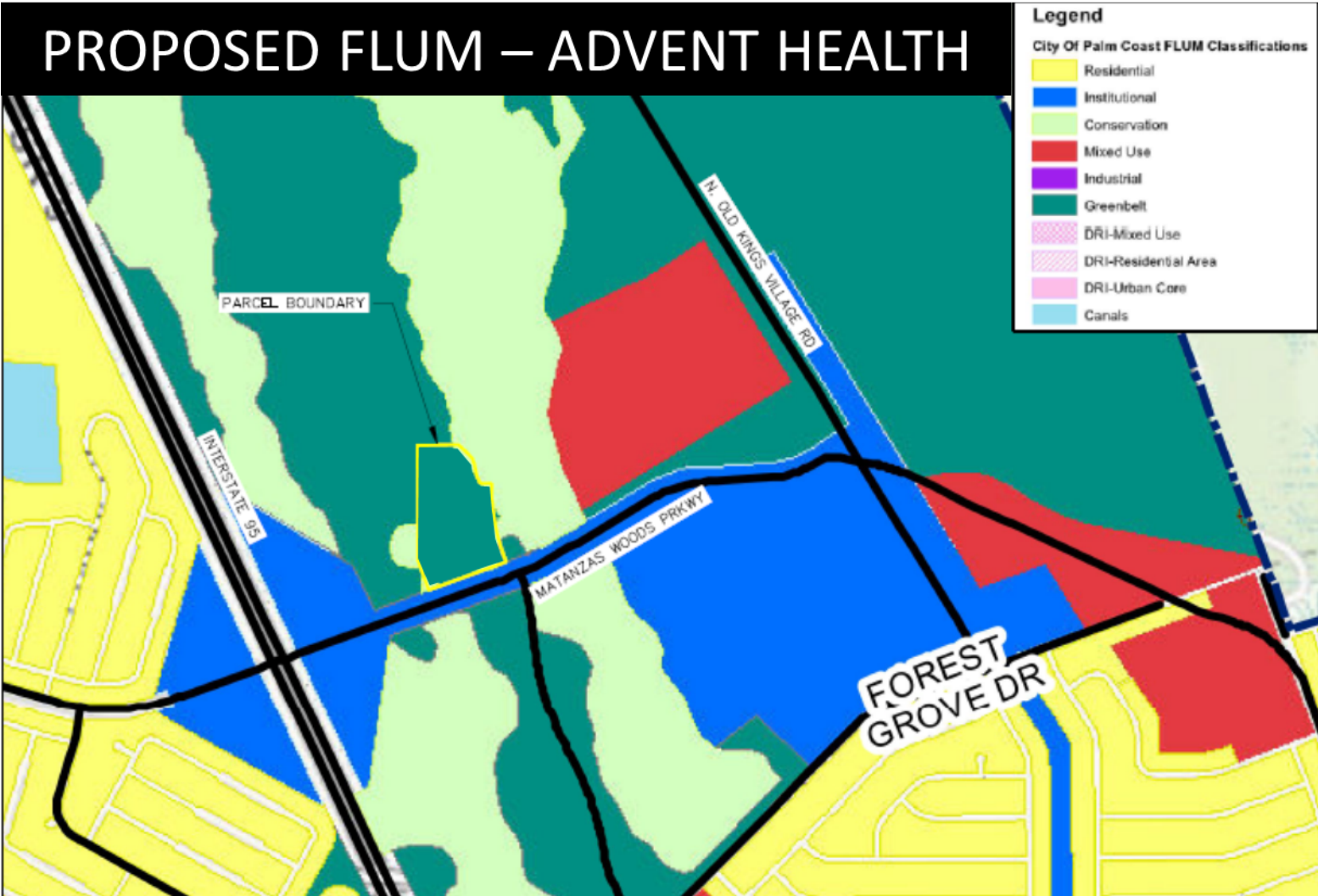
A PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1223, PAGES 1893 THROUGH 1896 OF THE OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, THENCE LEAVING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 NORTH 00°26'39" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 FOR A DISTANCE OF 813.18 FEET; THENCE LEAVING THE WESTERLY LINE OF THE SOUTHEASTERLY QUARTER OF SAID SECTION 26 WITH A SURVEY TIE LINE NORTH 70°02'55" EAST FOR A DISTANCE OF 1111.86 FEET TO THE INTERSECTION OF THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF S.R. 9 (I-95) AS SHOWN ON THE F.D.O.T. RIGHT-OF-WAY MAP SECTION 73001, F.P. NO. 411959-2 AND THE NORTHERLY RIGHT-OF-WAY OF MATANZAS WOODS PARKWAY, 216 FOOT RIGHT-OF-WAY; THENCE RUNNING ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID MATANZAS WOODS PARKWAY NORTH 70°02'55" EAST 512.69 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF SAID MATANZAS WOODS PARKWAY AND RUNNING THROUGH THE PROPERTY DESCRIBED IN SAID DEED, ORB 1223, PGS 1893-1896 THE FOLLOWING EIGHT COURSES AND DISTANCES, 1) NORTH 19°57'04" WEST FOR A DISTANCE OF 173.87 FEET, 2) NORTH 00°10'11" WEST FOR A DISTANCE OF 618.61 FEET, 3) NORTH 88°51'26" EAST FOR A DISTANCE OF 223.99 FEET, 4) SOUTH 46°21'21" EAST FOR A DISTANCE OF 90.60 FEET TO A TANGENTIAL CURVE TO THE RIGHT, 5) SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 55.91 FEET, A RADIUS OF 90.00 FEET, A DELTA ANGLE OF 35°35'35" AND A CHORD BEARING SOUTH 28°33'34" EAST FOR A DISTANCE OF 55.01 FEET, 6) SOUTH 10°45'46" EAST FOR A DISTANCE OF 53.97 FEET TO A TANGENTIAL CURVE TO THE LEFT, 7) SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 51.17 FEET, A RADIUS OF 90.00 FEET, A DELTA ANGLE OF 32°34'27" AND A CHORD BEARING SOUTH 27°03'00" EAST FOR A DISTANCE OF 50.48 FEET TO A NON-TANGENTIAL LINE, 8) NORTH 88°51'23" EAST FOR A DISTANCE OF 58.14 FEET TO A NON-TANGENTIAL CURVE TO THE LEFT ON THE WESTERLY RIGHT-OF-WAY OF PROPOSED OLD KINGS ROAD, VARIABLE WIDTH; THENCE RUNNING WITH AND BINDING ON THE WESTERLY RIGHT-OF-WAY OF SAID PROPOSED OLD KINGS ROAD THE FOLLOWING TWO COURSES AND DISTANCES, 1) SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 405.14 FEET, A RADIUS OF 1071.00 FEET, A DELTA ANGLE OF 21°40'25" AND A CHORD BEARING SOUTH 09°45'18" EAST FOR A DISTANCE OF 402.72 FEET TO A REVERSE CURVE TO THE RIGHT, 2) SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 29.73 FEET, A RADIUS OF 2008.00 FEET, A CENTRAL ANGLE OF 00°50'54" AND A CHORD BEARING SOUTH 20°10'03" EAST FOR A DISTANCE OF 29.73 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID MATANZAS WOODS PARKWAY; THENCE RUNNING WITH AND BINDING ON THE NORTHERLY RIGHT-OF-WAY OF SAID MATANZAS WOODS PARKWAY SOUTH 70°02'55" WEST FOR A DISTANCE OF 451.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6.466 ACRES OF LAND MORE OR LESS.

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





**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT  
June 19, 2019**

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**OVERVIEW**

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**Application #:** 3981

**Applicant:** Curt Wimpee, Alliant Engineering Inc.

**Property Description:**

**Property Owner:** Flagler County Board of County Commissioners  
**Location:** 2355 Matanzas Woods Pkwy.  
**Real Estate ID #:** 26-10-30-0000-01020-0010  
**Current FLUM designation:** Conservation  
**Current Zoning designation:** Public/Semipublic  
**Current Use:** Vacant  
**Size of subject property:** 2.8 +/- acres (6.5+/- acre parent parcel)

**Requested Action:** Future Land Use Map (FLUM) amendment for 2.8+/- acre parcel from Conservation to Greenbelt

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

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

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**ANALYSIS**

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**Background**

The subject parcel is currently owned by Flagler County. The applicant Advent-Health intends to use a 6.5+/- acre parcel to develop a Hospital Based Emergency Dept. (HBED). The applicant has submitted an application to amend the Future Land Use Map (FLUM) designation of 2.8+/- acre area within the 6.5+/- acre site for the HBED from Conservation to Greenbelt.

**Planning and Land Development Regulation Board (PLDRB) Meeting**

The PLDRB held a public hearing on June 12, 2019 to take action on the proposed amendment. There were no comments and PLDRB recommended approval of the item.

**DENSITY/INTENSITY AND POPULATION**

The proposed FLUM of Greenbelt permits a maximum Floor to Area Ratio (FAR) intensity of .30 and a maximum density of 1 dwelling unit/acre. The current FLUM of Conservation does not permit development. The proposed FLUM will result in a net increase of 36,068 sq. ft. of non-residential development or a net increase of 2 dwelling units (See Table 1 and 1a).

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)			
	# of Acres	Maximum FAR	Maximum Sq. Ft. <sup>(1)</sup>
Proposed FLUM: Greenbelt	2.76	0.30	36068
Current FLUM: Conservation	2.76	0.00	0
NET CHANGE		Increase	36068
Footnotes:			
<sup>(1)</sup> Max Sq. Ft. = # of Acres X Max. FAR X 43560 sq.ft/acre			

TABLE 1a - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)			
	# of Acres	Maximum Density	Maximum # of units <sup>(1)</sup>
Proposed FLUM: Greenbelt	2.76	1 unit/acre	3
Current FLUM: Conservation	2.76	0 unit/acre	0
NET CHANGE		Increase	2.8
Footnotes:			
<sup>(1)</sup> Max. # of units = # of Acres X Maximum Density			

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

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

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

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

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

The current FLUM designation of Conservation does not permit considerable development therefore there is no maximum density or intensity provided. The proposed Greenbelt designation permits a maximum residential density of 1 dwelling units/acre and a maximum FAR of .30 of Public/semipublic use. The public facility impact analysis based on the maximum non-residential and residential development potential is provided in below in Table 2.

**Table 2 Public Facilities Impact Analysis**

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation - Greenbelt (2.76 acres)</b>								
Max Non-residential Use-.30 FAR of Hospital Use	36,068	215	6,132	3,607	--	--	--	N/A
	<b>Total</b>	215	6132	3607	--	--	--	N/A
<b>Current FLUM designation - Conservation (2.76 acres)</b>								
Max. Residential or Non-residential Use - No Development permitted	0	0	0	0	0	0	0	N/A
	<b>Total</b>	0	0	0	0	0	0	
<b>Net Change</b>		<b>215</b>	<b>6,132</b>	<b>3,607</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>N/A</b>

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

The proposed FLUM amendment will have a maximum potential net increase of 215 pm peak hour trips. Matanzas Woods Parkway between US-1 and Palm Harbor Pkwy. currently operates at a Level of Service of "C". Old Kings Rd. between Matanzas Woods Pkwy. and Palm Coast Pkwy. currently operates at a Level of Service between "B" and "C". The potential net increase from this amendment does not bring the Level of Service on roadways below the adopted standard of "D". It should be noted that as part of the site plan review process, a traffic impact study which includes all proposed development on the subject parcel, will be completed and this analysis will include recommendations for operational improvements (traffic signals, turn lanes, etc.).

**Potable Water**

The proposed FLUM amendment will have a maximum potential net increase in demand for potable water of .0061 MGD. Water Treatment Plants #1, 2, & 3 have a combined treatment capacity of 16.58 MGD and a current treatment demand of 11.49 MGD (based on Comprehensive Plan LOS standards). The potential net impact may be accommodated by the existing water treatment plant capacity. During the site plan review process, additional analysis will be conducted to ensure the adequacy of water lines and treatment capacity to serve a proposed development.

**Wastewater**

The proposed FLUM amendment will have a maximum potential net increase in demand for sanitary sewer treatment of .003 MGD. Wastewater Treatment Plants #1 and 2 currently have a treatment capacity of 8.83 MGD and a current treatment demand of 8.08 MGD (based on Comprehensive Plan LOS standards). The potential net impact may be accommodated by the existing wastewater treatment plant capacity. During the site plan review process, additional analysis will be conducted to ensure the adequacy of water lines and treatment capacity to serve a proposed development.

**Solid Waste**

Although the proposed designation of Greenbelt allows residential uses (1 unit/acre), the proposed amendment was analyzed for non-residential impacts only. As previously provided above, the change could yield a theoretical maximum of 2 dwelling units which produces approximately 41 lbs./day.

**Public Recreation and Open Space**

As previously stated, the amendment was analyzed for non-residential impacts only. An additional 2 dwelling units will have a minimal net impact on park facilities. The subject site's development for non-residential use will not have an impact on park facilities.

**Public Schools**

As previously stated, the amendment was analyzed for non-residential impacts only. An additional 2 dwelling units will have a minimal net impact on school facilities. The subject site's development for non-residential use will not have an impact on school facilities.

**Stormwater**

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

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

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

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

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

**Analysis:** A detailed analysis of the proposed FLUM amendment on the Environmental/Cultural Resources was conducted by the City's Environmental Resource Team and is provided as an attachment to this staff report. The conclusion from the analysis is a finding that the proposed change from "Conservation" to "Greenbelt" is consistent with the Comprehensive Plan based on jurisdictional authority and associated wetland quality determination.

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

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

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

#### Surrounding Future Land Use Map Designation:

North: Greenbelt & Conservation  
 South: Greenbelt & Conservation  
 East: Conservation  
 West: Greenbelt & Conservation

#### Surrounding Zoning Designation:

North: Public/Semipublic  
 South: Public/Semipublic  
 East: Public/Semipublic  
 West: Public/Semipublic

#### Surrounding Property Existing Uses:

North: Vacant  
 South: Vacant  
 East: Vacant  
 West: Vacant

**Analysis:** The proposal to designate the subject property as Greenbelt is consistent and compatible with the surrounding land use designations.

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

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

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

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

**Analysis:** Consistent with Objective 1.1.4 and Policy 1.1.4.5, the subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl. The site is located along a developing corridor of the City (Matanzas Woods Pkwy.) and sits between I-95 and Old Kings Rd. The subject parcel's location will provide a service not previously available to northeast section of the City.

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

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

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

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

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

## **PUBLIC PARTICIPATION**

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

Consistent with the Land Development Code, an applicant may request a waiver of the NIM and such a waiver may be granted by the Land Use Administrator. The NIM requirement was waived since the three land owners within 300' of the subject property were the City of Palm Coast, the FDOT, and Matanzas Holdings LLC (the agent for the application is also the representative for Matanzas Holdings LLC).

## **RECOMMENDATION**

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



**ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS**

**FOR**

**FUTURE LAND USE MAP AMENDMENT**

## A. TOPOGRAPHY AND SOIL CONDITIONS

The Matanzas HBED (Hospital Base Emergency Department), measuring approximately 6.43 acres, is vacant and consists of uplands, wetlands, and surface waters. Further description of these features is detailed in the Section C, Vegetative Communities. According to the Atlantic Ecological Services (AES) onsite assessment conducted in December of 2018, the following section provides the onsite listed soil types and appear consistent with the existing conditions:

### 3.0 SOILS

A discussion of each soil type present on the subject property is documented below. Please see the attached Soils Map within Appendix I for the location of each soil type.

Samsula and Hontoon Soils, Depressional (3) – This is a very deep, nearly level, poorly drained soil found in depressions in the flatwoods. Individual areas are circular to irregular in shape and range from 3 to 6,000 acres. The undrained areas of this map unit are ponded, as much as 24 inches of water is above the surface for 6 months or more except during extended dry periods.

Hicoria, Riviera, and Gator Soils, Depressional (8) – This is a very deep, nearly level, poorly drained soil found in depressions in the flatwoods. Individual areas are circular to irregular in shape and range from 3 to 1,500 acres. The undrained areas of this map unit are ponded, as much as 24 inches of water is above the surface for 6 months or more except during extended dry periods.

Valkaria-Smyrna Complex (18) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are irregular and range from 40 to 300 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

Smyrna Fine Sand (21) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are narrow and irregular and range from 4 to 400 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

**Analysis:** Development may result in some impacts to on-site hydrology. Due to the soils found onsite it is clear that the property holds standing water for a large portion of the year. With the proposed FLUM change, development would alter the natural hydrology that currently exists. Potential impacts resulting from improvements will be evaluated pursuant to the development standards of the Land Development Code.

## B. FLOODPLAIN

Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that a portion of the west and east sides of the property may lie within an Approximate "A" Zone. The middle portion of the property lies within an "X" Zone.

**Analysis:** According to the information provided, approximately three quarters of the property is outside the Special Flood Hazard Area. However, it appears that an Approximate "A" Zone does exist within the project boundaries. Any proposed development will comply with the City's FEMA approved Floodplain regulations.

## C. VEGETATIVE COMMUNITIES

The subject property is comprised of the following vegetative communities as described in the AES assessment and summarized below:

### **Uplands**

**Pine Plantation (FLUCCS 441)** – The uplands found on the subject property are considered pine plantation. Evidence of row planting was identified across the site. This habitat community is approximately 3.13 acres in total size. The canopy is dominated by slash pine (*Pinus elliotii*). The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include gallberry (*Ilex glabra*), yaupon holly (*Ilex vomitoria*), and bracken fern (*Pteridium aquilinum*).

### **Wetlands – USACE Jurisdictional Only (Not Regulated by City of Palm Coast)**

**Hydric Pine Flatwoods (FLUCCS 625)** – A hydric flatwoods depressional wetland (pine plantation wetland) is found throughout the center of the project area connecting to larger cypress systems found offsite to the east and west of the subject property. This wetland habitat comprises approximately 3.22 acres in total area on the subject property. The habitat is consistent with the upland pine plantation (FLUCCS 441) habitat, though with less saw palmetto and the inclusion of the wetland canopy species such as red maple (*Acer rubrum*), and loblolly bay (*Gordonia lasianthus*). The understory includes species such as dahoon holly (*Ilex cassine*) and Carolina willow (*Salix caroliniana*), and herbaceous species such as sawgrass (*Cladium jamaicense*), Virginia chainger (*Woodwardia virginica*), primrose willow (*Ludwigia peruviana*), shiny lyonia (*Lyonia lucida*), beakrush (*Rhynchospora* spp.), and yellow-eyed grass (*Xyris* spp.).

### **Surface Waters**

**Ditches (FLUCCS 513)** – A man-made roadside ditch is located along the cell tower access road, approximately 0.08 acre is located within the subject property.

**Analysis:** Four (4) main policies from the Comprehensive Plan Conservation and Coastal Management element apply to the proposed FLUM change from Conservation to Greenbelt that includes 6.1.9.1, 6.1.9.9, 6.1.10.6, and 6.1.10.9. Each policy is described and discussed in the following section based on existing findings.

1. Policy 6.1.9.1 - The City shall continue enforcement of wetland protection through land development regulations to ensure effective protection of high quality, functional, and integrated wetland systems. Land development wetland regulations shall consider type, value, function, size, condition and location of wetland systems. The City shall permit appropriate mitigation requirements consistent with State regulatory requirements to allow regulatory permitted impacts to low-quality, isolated wetland systems if it is demonstrated that mitigation will promote infill development, discourage urban sprawl and improve the overall wetland function within the Northern Coastal Basin. Mitigation within the City shall be preferable to mitigation occurring outside of the City.
2. Policy 6.1.9.9 - The Conservation future land use designations shall be established on the FLUM to provide protection of wetland systems and other environmental sensitive lands. This FLUM designation provides for preservation of large interconnected high quality wetland systems and other high quality environmentally sensitive areas. Conservation areas are generally a minimum of 10 acres in size, with most being substantially larger. Other areas, which may be classified conservation, include natural water bodies and lakes, estuaries, oak hammocks and other large areas consisting of native vegetation areas, wildlife corridors, and aquifer recharge zones. Unlike most of the other land use designations that follow property lines, the boundaries of most areas assigned this land use designation have been drawn to encompass the environmentally sensitive area using best available aerial mapping data and will require field verification to determine wetland quality and boundaries with precision.
3. Policy 6.1.10.6 - The City shall protect its environmentally sensitive areas that include, but are not limited to, large interconnected wetland systems, by utilizing the Conservation land use designation. The Conservation land use designation, as well as the Preserving Zoning classification, shall be utilized by the City, as appropriate, for the purpose of protection high quality wetlands, lakes, designated hammock areas and other environmentally sensitive areas.
4. Policy 6.1.10.9 - The City shall consider the presence of environmentally sensitive lands in formulating all actions relating to development.

The AES report states that no jurisdictional wetlands of the State exist within the site according to grandfathered wetland methodologies termed “pre-Henderson” (pre-1984). The USACE jurisdictional wetlands, measuring approximately 3.22 acres, are of a moderate quality according to the preliminary Uniform Mitigation Assessment Methodology (UMAM) assessment. The applicant has been issued a Notice of Intent to Permit by the USACE; therefore, this wetland area is not regulated as wetlands by the State of Florida or the City of Palm Coast.

As noted in Policy 6.1.9.9, the Conservation designation “requires field verification to determine wetland quality and boundaries with provision”. Based on the findings noted herein, the proposed change from “Conservation” to “Greenbelt” is consistent with the referenced Policies based on jurisdictional authority and associated wetland quality determination.

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

The following section inventories protected animal species with associated likelihood of occurrence according to the referenced AES assessment.

Table 6.1.1: Protected wildlife species with the potential to occur on the Matanzas HBED project site, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
<i>Alligator mississippiensis</i>	American alligator	SSC	T(S/A)	Mod	Various aquatic habitats
<i>Aramus guarana</i>	Limpkin	SSC		Low	Swamps, forested floodplains, mangrove swamps & marshes
<i>Dendroica kirtlandii</i>	Kirtland's warbler	E	E	Low	Migrant, utilizing various terrestrial and palustrine habitats
<i>Drymarchon corais couperi</i>	Eastern indigo snake	T	T	Low	Wide variety of habitats
<i>Egretta caerulea</i>	Little blue heron	SSC		Mod	Marshes, ponds, lakes, meadows, streams & mangroves
<i>Egretta rufescens</i>	Reddish egret	SSC		Low	Marine and estuarine tidal swamps
<i>Egretta thula</i>	Snowy egret	SSC		Mod	Marshes, lakes, ponds and shallow, coastal habitats
<i>Egretta tricolor</i>	Tricolored heron	SSC		Mod	Marshes, ponds and rivers
<i>Eudocimus albus</i>	White ibis	SSC		Mod	Marshes, mangroves, lakes and estuaries
<i>Gopherus polyphemus</i>	Gopher tortoise	T		Low	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal
<i>Mycteria americana</i>	Wood stork	E	E	Mod	Marshes, swamps, streams and mangroves
<i>Pituophis melanoleucus mugitus</i>	Florida pine snake	SSC		Low	Sandhills, scrubby flatwoods, hammocks & ruderal habitats
<i>Rana capito</i>	Gopher frog	SSC		Low	Xeric uplands and pine flatwoods
<i>Ursus americanus floridanus</i>	Florida black bear	T		Mod	Variety of forested landscapes

<sup>1</sup>E= Endangered; T= Threatened; SSC= Species of Special Concern

**Analysis:** The subject property is suitable for limited foraging of some wading bird species due to the ditch onsite. With the existing roadway nearby, the potential for nesting is limited. A 100% gopher tortoise survey was conducted at the time of the assessment and no gopher tortoises or their burrows were found. Lastly, Florida black bear have been observed in the vicinity of the subject property to the north within public lands; it is recommended that future development adhere to Florida Black Bear Smart Communities program. These and other species occurrences along with development standards can be addressed at a future technical site plan application review. At this time, development of this property is not expected to cause direct impacts to protected species.

## **E. ENVIRONMENTAL SENSITIVE FEATURES**

As previously stated, the wetlands on this site are connected to a much larger wetlands system; however, the wetlands are not the jurisdiction of the State of Florida or the City of Palm Coast.

**Analysis:** Based on the findings noted in the previous Section(s), the proposed change from “Conservation” to “Greenbelt” is consistent with the Comprehensive Plan.

## **F. GROUNDWATER RESOURCE PROTECTION**

According to City maintained data, the nearest proposed and/or existing production well is greater than 3 miles west from the subject property. It is highly unlikely that the land use activities associated with the proposed FLUM change will impact the potable water supply.

**Analysis:** Direct impacts are not anticipated.

## **G. HISTORICAL RESOURCES**

As part of the AES assessment, a preliminary review of the Division of Historical Resources’ Florida Master Site File and the State Historic Preservation Officer (SHPO) records for the property was conducted. No known archaeological sites or resource groups were identified on or adjacent to the subject property.

**Analysis:** No known sites were noted in the SHPO letter. No coordination will be required with the Division of Historical Resources.

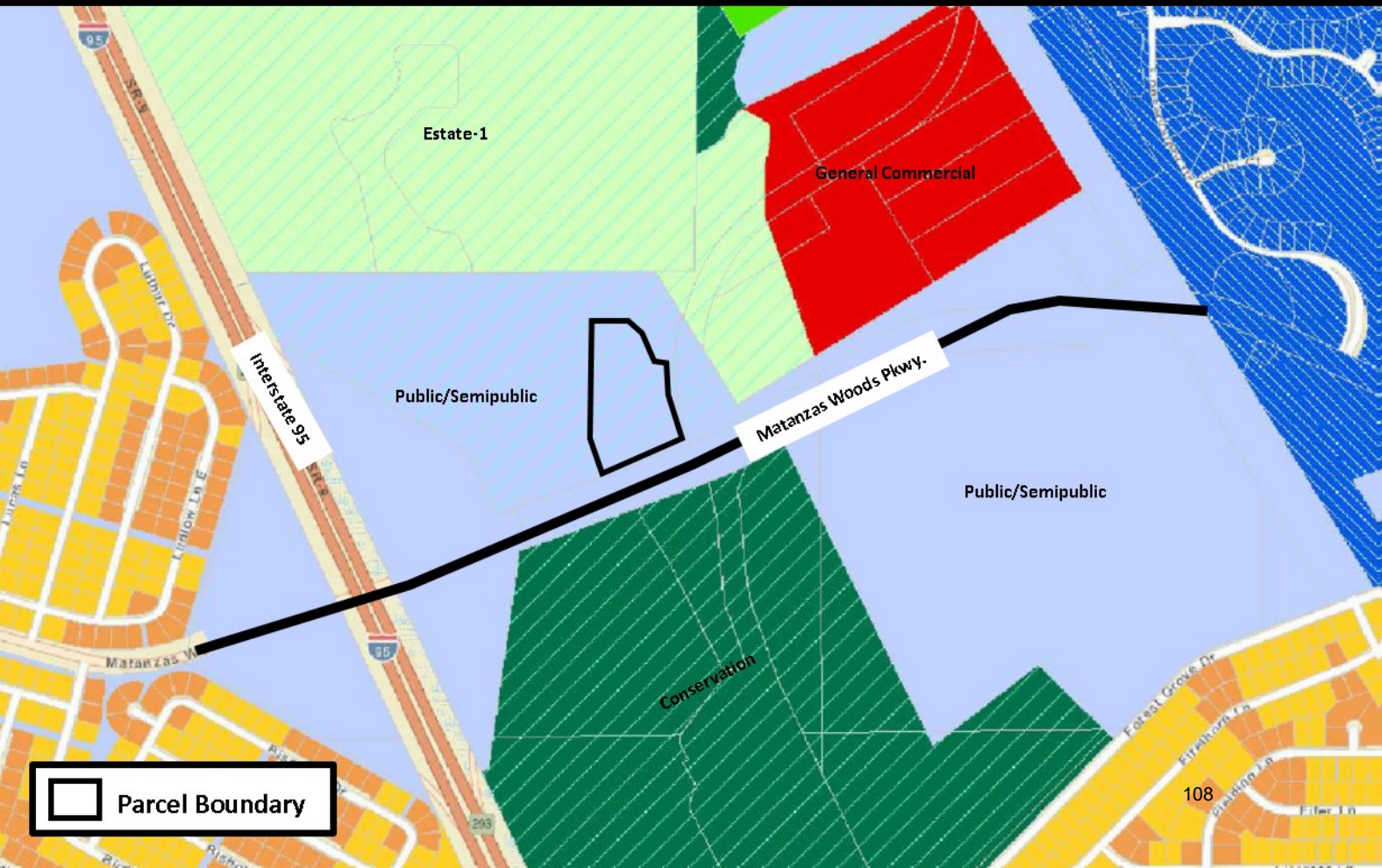
# CURRENT FLUM – ADVENT HEALTH



# PROPOSED FLUM – ADVENT HEALTH



# CURRENT ZONING – ADVENT HEALTH





# **Advent Health**

## **Future Land Use Map Amendment**

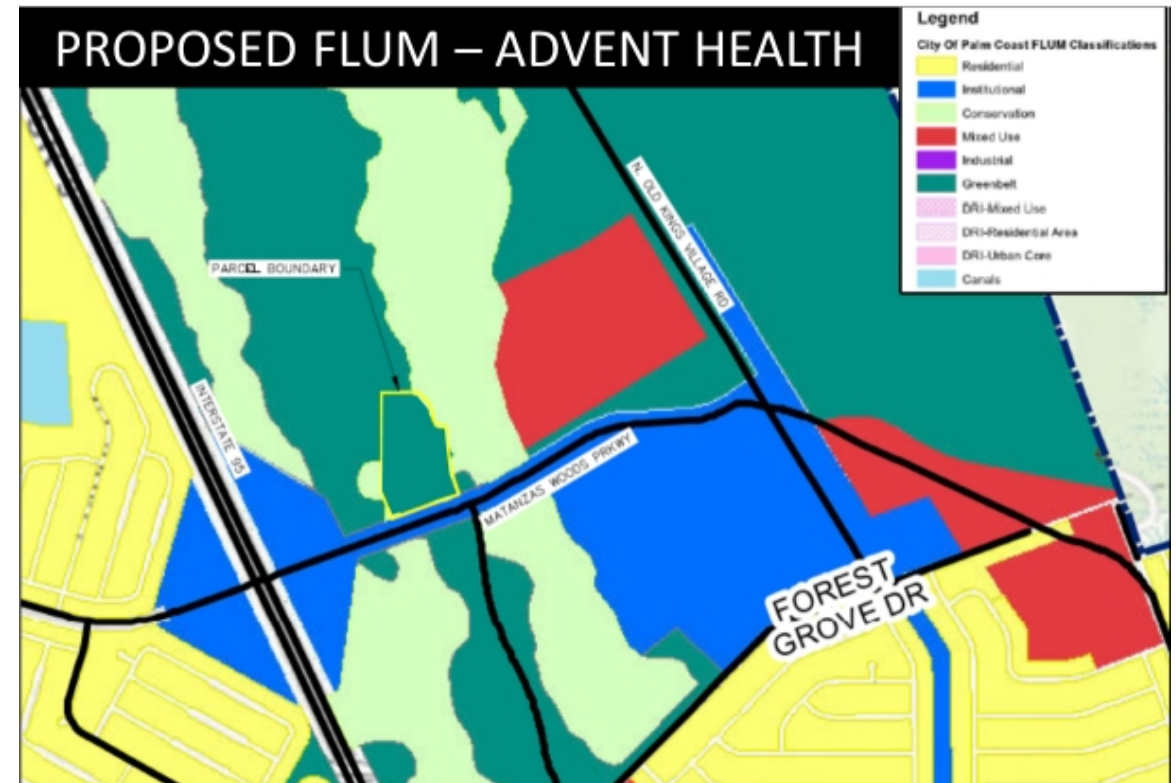
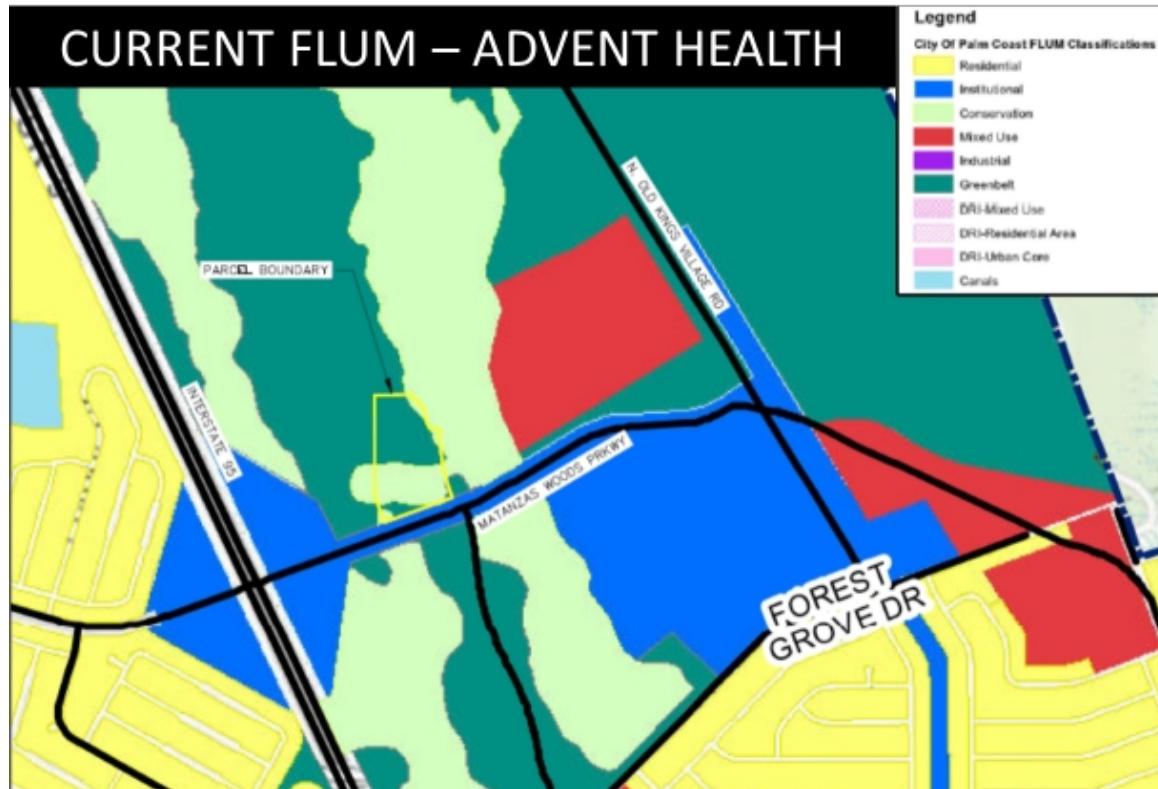
# ADVENT HEALTH - Future Land Use Map Amendment



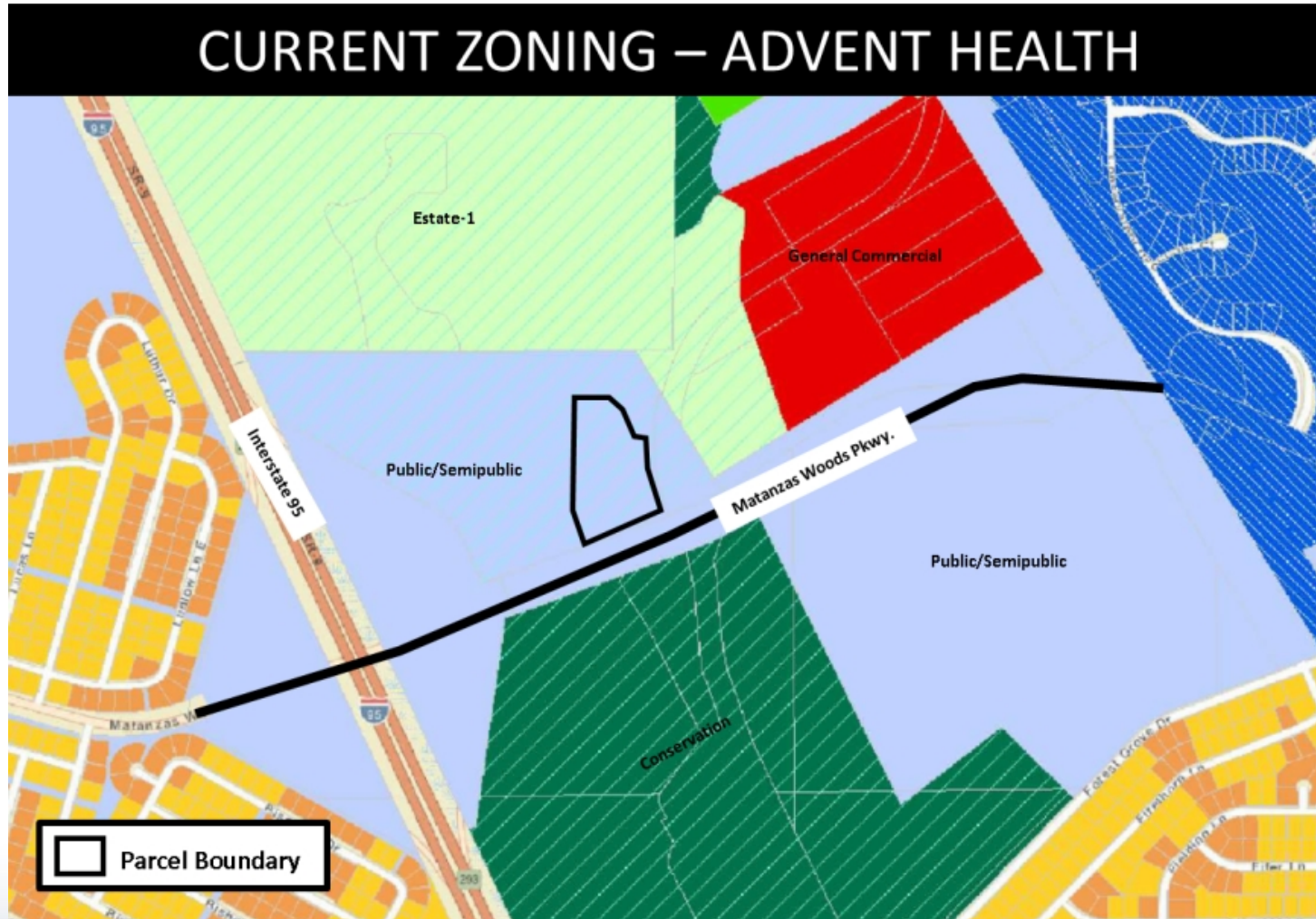
- 2.8+/- acre area within a 6.5+/- acre parcel
- Vacant
- To be developed as Emergency Department-Medical Office

# ADVENT HEALTH

## Future Land Use Map Amendment



# ADVENT HEALTH - Future Land Use Map Amendment



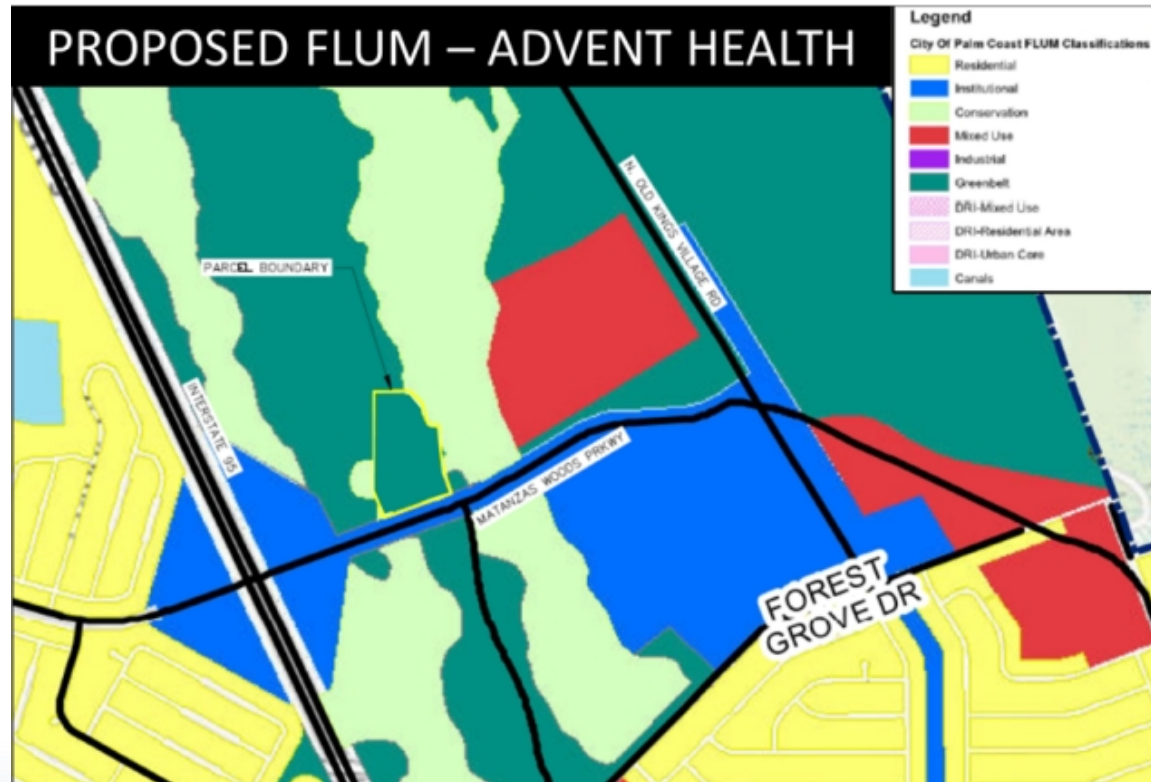
# ADVENT HEALTH - Future Land Use Map Amendment

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation - Greenbelt (2.76 acres)</b>								
Max Non-residential Use-.30 FAR of Hospital Use	36,068	215	6,132	3,607	—	--	--	N/A
	<b>Total</b>	215	6132	3607	—	--	--	N/A
<b>Current FLUM designation - Conservation (2.76 acres)</b>								
Max. Residential or Non-residential Use - No Development permitted	0	0	0	0	0	0	0	N/A
	<b>Total</b>	0	0	0	0	0	0	
<b>Net Change</b>		<b>215</b>	<b>6,132</b>	<b>3,607</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>N/A</b>

- Increase in demand on public facilities may be accommodated by existing capacity.

# ADVENT HEALTH - Future Land Use Map Amendment

## Consistency with Surrounding Land Use



- Proposed land use is consistent with adjacent area.

# ADVENT HEALTH - Future Land Use Map Amendment

- Evaluation of Environmental Factors
- Analysis indicates that the proposed change from “Conservation” to “Greenbelt” is consistent with the Comprehensive Plan based on jurisdictional authority (USACOE will issue “Notice of Intent to Permit” – therefore areas are not regulated as wetland areas) and additional wetland areas are deemed to be of “moderate” quality.

# ADVENT HEALTH - Future Land Use Map Amendment

## **Consistency with Comprehensive Plan Policies**

- Availability of Infrastructure
- Promotes land use patterns that do not increase cost of providing utilities
- Location of commercial/non-residential development

# ADVENT HEALTH - Future Land Use Map Amendment

## FINDINGS

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

# ADVENT HEALTH - Future Land Use Map Amendment

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council Approve the proposed FLUM Amendment

# ADVENT HEALTH – Next Step

- Public Hearings – City Council
- Site Plan/Plat Approval



# Questions?

## City of Palm Coast, Florida Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6853	<b>Account</b>
<b>Subject</b>	ORDINANCE 2019-XX SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST	
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b> This item was heard by City Council at their July 30, 2019 Workshop. There were no changes suggested to this item.		
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b> City Council adopted Ordinance 2001-01, which created the Leisure Services Advisory Committee (LSAC) and Ordinance 2006-03, which reorganized City Boards and Committees. The purpose of the LSAC was to consult and recommend on matters relating to the arts, culture, recreation and parks activities to City Council.  Over the past several years, the interest in the arts, culture, recreation and parks activities has been steadily growing. The Parks and Recreation Department would like to restructure the LSAC to a committee that will have more of an impact on the City's arts, culture, recreation and parks activities. In order to further these impacts, it would be in the best interest of the citizens' of Palm Coast to sunset the LSAC and allow the Parks and Recreation Department to reorganize a replacement committee.  Staff recommends approval of sunsetting the LSAC to allow for a restructuring of a committee to better serve our community.		
<b>Recommended Action :</b> Adopt Ordinance 2019-XX sunsetting the Leisure Services Advisory Committee (LSAC) and repealing Chapter 2, Division 3, Leisure Services Advisory Committee, of the <i>Code of Ordinances of the City of Palm Coast</i> .		

**ORDINANCE 2019-\_\_\_\_**  
**SUNSETTING THE LSAC COMMITTEE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, SUNSETTING THE LEISURE SERVICES ADVISORY COMMITTEE (LSAC) AND REPEALING CHAPTER 2, DIVISION 3, LEISURE SERVICES ADVISORY COMMITTEE, OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*; PROVIDING FOR CONFLICTS; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Council adopted Ordinance 2001-01, which created the Leisure Services Advisory Committee (LSAC) and Ordinance 2006-03, which reorganized City Boards and Committees; and

**WHEREAS**, the purpose of the LSAC was to consult and recommend on matters relating to the arts, culture, recreation and parks activities to City Council; and

**WHEREAS**, over the past several years, the interest in the arts, culture, recreation and parks activities has been growing; and

**WHEREAS**, the Parks and Recreation Department would like to restructure the LSAC to a committee that will have more of an impact on the City's arts, culture, recreation and parks activities; and

**WHEREAS**, in order to further these impacts, it would be in the best interest of the citizens' of Palm Coast to sunset the LSAC and allow the Parks and Recreation Department to reorganize a replacement committee.

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

**SECTION 1: REPEALER.** Chapter 2, Division 3, Leisure Services Advisory Committee of the *Code of Ordinances of the City of Palm Coast*, is hereby repealed (Sections 2-276 through 2-279). The Committee is hereby terminated.

**SECTION 2. END OF TERMS OF COMMITTEE MEMBERS.** The terms of all appointed members of the LSAC will end upon the date of the effective date of this Ordinance.

**SECTION 2: CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 3: CODIFICATION.** This Ordinance shall not be codified in the *Code of Ordinances of the City of Palm Coast* provided, however, that the Code codifier shall take the actions herein stated.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_ 2019.

**ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_ 2019 at a public hearing.

*ATTEST:*

**CITY OF PALM COAST, FLORIDA**

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

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

Attachments:

Approved as to form and legality

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6891	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2019-XX AMENDMENT TO THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT AGREEMENT	

**Background:**

Request: JTL Grand Landings Development, LLC as the owner and developer has requested an amendment to the 774.4 +/- acre Grand Landings Master Planned Development (MPD) in order to increase the allowed single-family homes (both attached and detached single-family homes) by 141 homes from 749 homes to 890 homes and allow the developer the option of developing all or a portion of the approximate 26 +/- acre commercial area as multi-family residential (MFR-2).

Background: The Grand Landings MPD was adopted by City Council on 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 the 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.

Initially, this amendment was submitted in April 2019, with the developer requesting to add 113 acres of additional land to the MPD and increase the number of units to 1,150. This amendment was reviewed by the Planning and Land Development Regulation Board (PLDRB) at its May 15 Public Hearing. In order to work with the residents and try to resolve their concerns the applicant tabled their application at the June 18<sup>th</sup> City Council Meeting. The applicant decided to make major revisions including no longer adding the additional land to the MPD Amendment which required it to be reanalyzed by City staff and then go back to the PLDRB.

Summary of Key Changes Proposed by Applicant with Resubmittal: The revised MPD Agreement submitted by the applicant with his resubmittal in July 2019, included the following key changes to the latest approved Grand Landings MPD Agreement (Ordinance # 2018-7):

- Increase the allowed single-family detached or attached homes from 749 to 890.
- Have an option of developing all or a portion of the 26 +/- acre commercial area for multi-family homes using the MFR-2 Zoning District standards (maximum of 12 units/acre).
- Allow soil extraction activities.
- Clarify that wetland permitting, upland buffers and acceptable mitigation would be per applicable SJRWMD or Army Corps of Engineers standards.
- Clarify that the various permitted uses in the commercial area would be per the General Commercial (COM-2) Zoning District standards.
- Developer to coordinate school bus stop locations with the Flagler County School

District.

The PLDRB reviewed this updated MPD Amendment on July 17, 2019, and after hearing input from some of the approximate 35 residents in attendance, conditionally recommended approval to the City Council by a 6-0 vote. The PLDRB approval included the modification to the MPD Agreement by adding language that if the commercial area was alternatively developed for multi-family uses under the MFR-2 Zoning standards that the building heights would be limited to a maximum of 35 feet and that a separate construction entrance be constructed off of Citation Boulevard once development of Phase 4 commences.

**Recommended Action :**

Planning staff and the PLDRB recommend that City Council find this MPD amendment in compliance with the Comprehensive Plan and approve this amendment to the Grand Landings MPD Agreement, Application No. 3951 as presented with the PLDRB's proposed changes:

- 1) If the 26 +/- acre commercial area is developed for residential uses using the MFR-2 Zoning standards the buildings would be limited to a height of 35 feet.
- 2) A separate construction entrance be constructed off of Citation Boulevard once development of Phase 4 is commenced.

**ORDINANCE 2019 - \_\_\_\_**  
**SECOND AMENDED AND RESTATED 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 AMEND THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT; BY INCREASING THE ALLOWED NUMBER OF SINGLE-FAMILY DETACHED OR ATTACHED HOMES WITHIN THE MPD FROM 749 TO 890 AND ALLOW THE DEVELOPER THE OPTION OF DEVELOPING ALL OR A PORTION OF THE COMMERCIAL ACREAGE AS MULTI-FAMILY RESIDENTIAL (MFR-2); 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 and restating 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 amend and restate the Grand Landings MPD Agreement in order to provide for additional residential units and to allow the developer the option of developing some or all of the commercial portion of the MPD as multi-family uses under the MFR-2 Zoning District standards; 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 and restating 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**CITY OF PALM COAST, FLORIDA**

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Milissa Holland, Mayor

**ATTEST:**

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Virginia A. Smith, City Clerk

Approved as to form and legality

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William E. Reischmann, Jr.

City Attorney

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 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.

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 774.4 (+/-) 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 141 homes to the existing MPD (the "Additional Homes"), and the Additional Homes are consistent with the common scheme for development in the existing MPD, and the Additional Homes 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.

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

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

(a) The City Council at its business meeting of \_\_\_\_\_, 2019 approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

(b) The 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 890 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) an 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: (a) are consistent with the MFR-2 zoning classification (LDC) except there will be a thirty-five foot height limit; and (b) do 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.

(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 141 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, and the Developer shall construct a separate construction access off of Citation Boulevard.

- (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.

Further, Owner, its successors and assigns, shall in good faith, without obligation, work with surrounding property owners and appropriate governmental authorities to cause to be constructed a road that connects Citation Boulevard and Seminole Woods Parkway.

- (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 141 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 principles 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 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 may 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. Any residential units constructed in the Commercial Area under the MFR-2 development standards are limited to this 35' height limit.

<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 (i) by anyone other than Owner or (ii) 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)

\_\_\_\_\_

(print)

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

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

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

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 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.

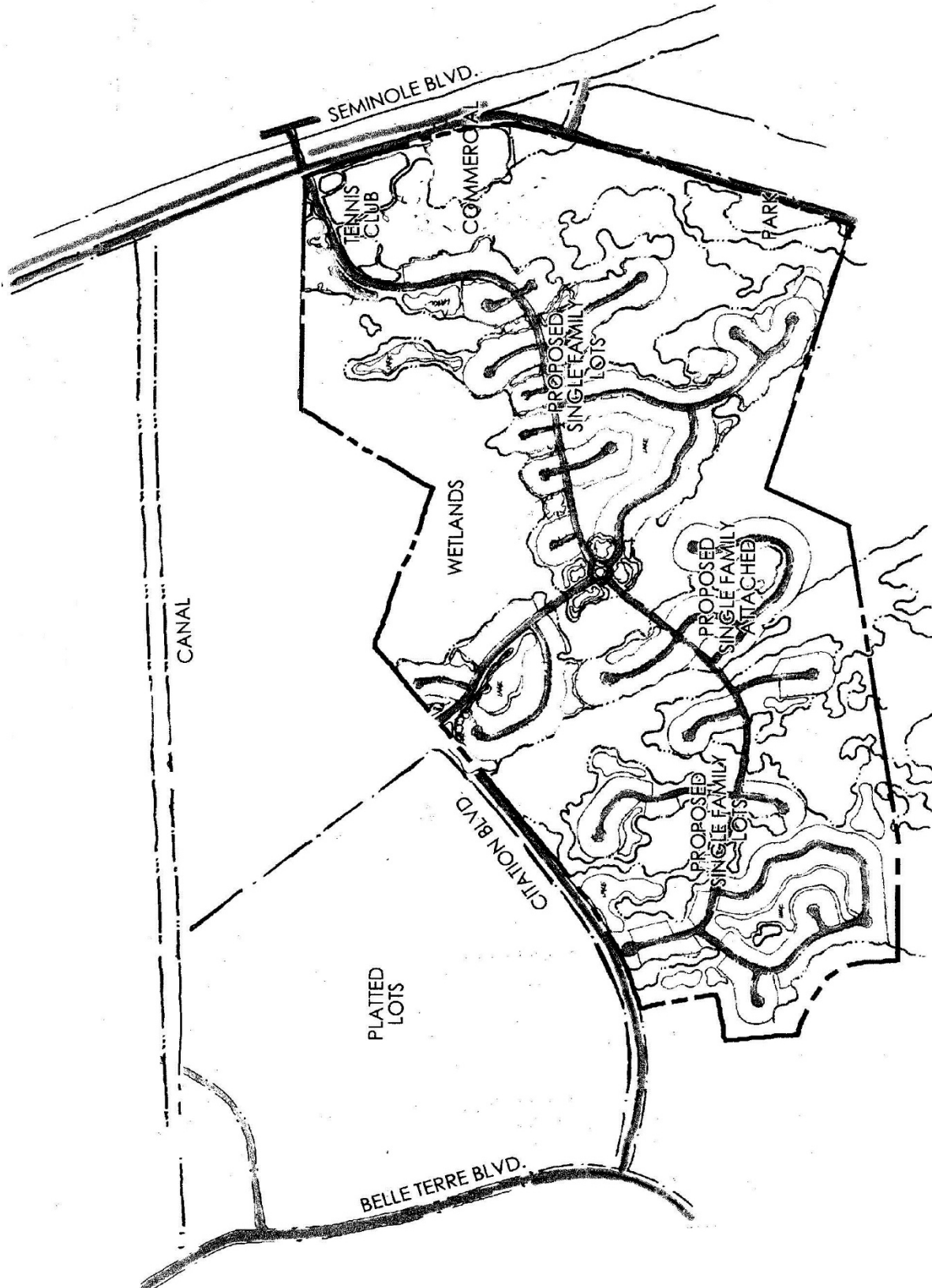
Subject to that certain glide angle easement as recorded in Official Records Book 0028, Page 0694 and Official Records Book 0030, Page 0454.

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"  
[Master Plan]





**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR GRAND LANDINGS MPD AMENDMENT  
CITY COUNCIL PUBLIC HEARING  
AUGUST 6, 2019**

## OVERVIEW

**Application Number:** 3951

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

**Property Description:** 774.4+/- 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>	Residential and Mixed Use
<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:** 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 increase the allowed single-family homes (both attached and detached single-family homes) by 141 homes from 749 to 890 homes, allow the developer the option of developing all or a portion of the approximate 26 +/- acre commercial area as multi-family residential (MFR-2), and to allow soil extraction activities; and to clarify standards for wetland permitting and allowed commercial uses.

### 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.

## 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 an approximate 26+/- acre commercial area along Seminole Woods Boulevard for up to 150,000 square feet of commercial uses.

The proposed amendment would increase the number of allowed single-family homes from 749 to 890, allow the developer the option of developing all or a portion of the commercial acreage as multi-family residential using the (MFR-2) development standards, allow on-site soil extraction activities, clarify that the commercial uses allowed would be those under the General Commercial (COM-2) District of the LDC, and clarify that wetland permitting would be under the applicable guidelines from St. Johns River Water Management District and/or Army Corps of Engineers. The additional 141 single-family homes are intended to be spread evenly throughout the balance of the remaining upland areas to be developed by utilizing smaller lots than what the project initially started with. The rising costs of infrastructure improvements are essentially forcing developers in 2019 to go with smaller-sized single-family lots while maintaining the same-sized homes to compete in the market place.

## 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 residential land uses are already permitted within the MPD. The amendment will primarily allow an additional 141 single-family homes to be constructed, and will also allow the developer the option of developing all or a portion of the commercial acreage for multi-family uses using the MFR-2 development standards, with a 35-foot height restriction. The 26 +/- acres of commercial uses are too large for this neighborhood and most retailers and service providers would rather be located two miles further north along SR 100 where traffic counts are much higher. A more realistic expectation would be that roughly 6 acres would be developed for commercial uses. Using the remaining 20 acres or so for a multi-family project with a building height limit of 35 feet will provide a good transition between the commercial uses and the single-family attached and detached homes. It is much better to develop this as multi-family uses rather than let it set vacant for years until there is sufficient demand for commercial development.

*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 1.0 unit per acre to approximately 1.2 units per acre. These are very low densities for a single-family project. If any of the commercial acreage is developed for multi-family uses the maximum density of the multi-family area would be 12 units per acre which is considered typical in a suburban location when the buildings are limited to a height of 35 feet.

*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 or allow a portion of the commercial acreage to be developed as multi-family uses using the MFR-2 development standards. These changes will not create 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 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. If the commercial area would alternatively be developed for multi-family uses the gross weekday daily trips for this area would drop by about 75%.

*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 141 residential units will provide more housing options within Palm Coast than are currently offered by the large number of vacant ITT lots that are still available, which should have a positive impact on the local economy. If a portion of the commercial area is developed for multi-family uses (with a height limit of 35 feet) this will also increase housing options available for residents and also eliminate the potential of developable land setting vacant for years.

## **PUBLIC PARTICIPATION**

The developer erected three City provided signs by June 28, 2019, along Seminole Woods Boulevard, Citation Boulevard and Grand Landings Parkway notifying citizens of the public hearing for the Planning and Land Development Regulation Board on July 17, 2019, and again on July 23, 2019 for the upcoming City Council meeting on August 6, 2019.

The developer mailed notices to property owners within 300 feet of a Neighborhood Information Meeting (NIM) that was held at the Grand Landings Club House at 6:00 PM on July 8, 2019.

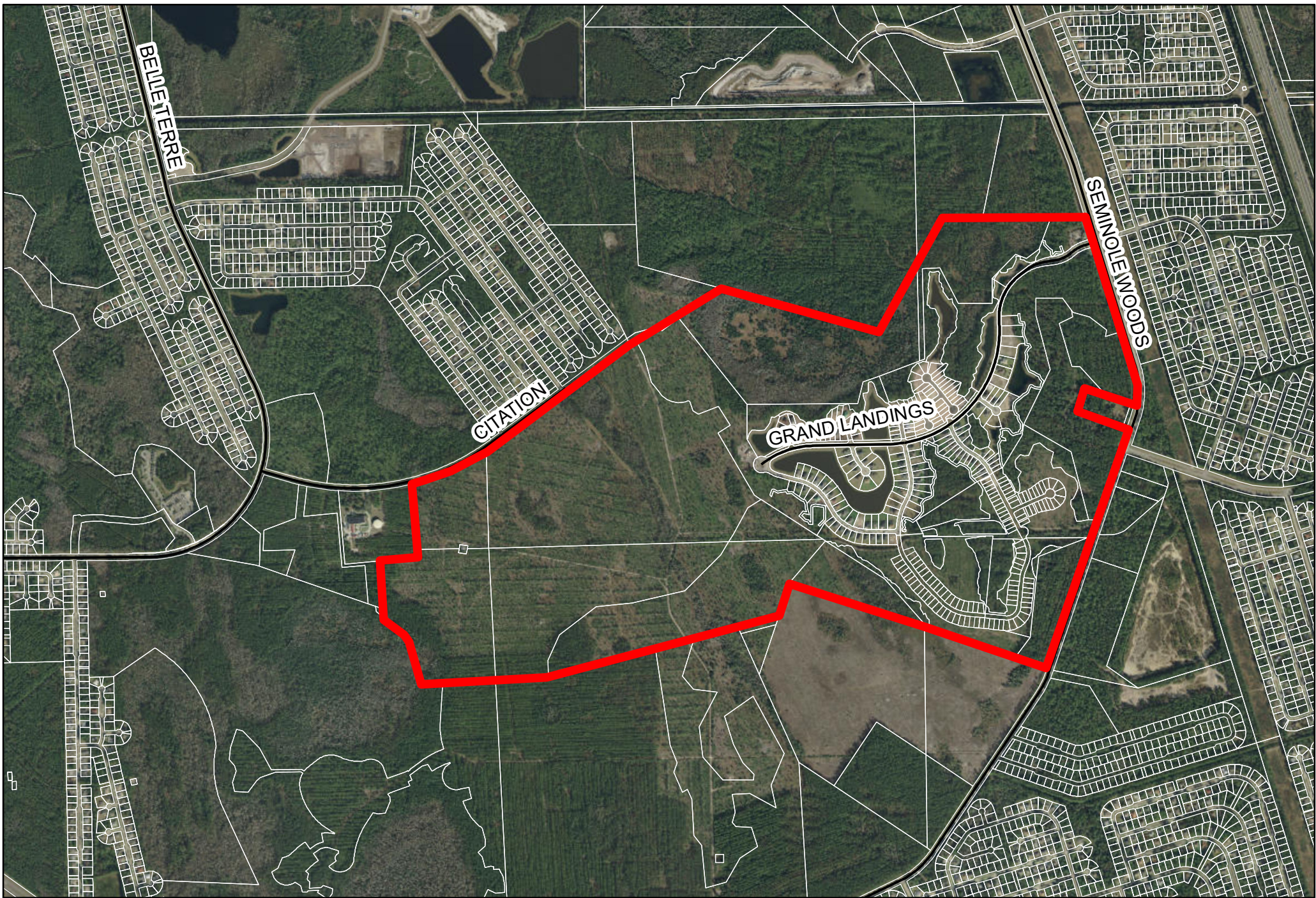
## **PLANNING AND LAND DEVELOPMENT REGULATION BOARD**

The Planning and Land Development Regulation Board held a public hearing on this project on July 17<sup>th</sup> at 5:30 PM. Approximately 35 residents of Grand Landings attended this hearing with their two key concerns relating to the MPD Amendment being construction traffic and that if the commercial area were alternatively developed for multi-family uses utilizing the MFR-2 Zoning standards, that the buildings could be up to 60 feet in height. The residents expressed additional concerns regarding maintenance of the existing development. The Planning and Land Development Regulation Board found this MPD Amendment in compliance with the Comprehensive Plan and recommended approval to City Council of the MPD rezoning by a 6 – 0 vote after reducing the height in the commercial area to 35 feet (if it is developed with multi-family units), and that a separate construction entrance be constructed off of Citation Boulevard once development of Phase 4 commences. These conditions have been incorporated into the MPD as presented.

## **RECOMMENDATION**


Planning staff and the PLDRB recommend that City Council find this MPD amendment in compliance with the Comprehensive Plan and approve this amendment to the Grand Landings MPD Agreement, Application No. 3951 as presented with the PLDRB's proposed changes:

- 1) If the 26 +/- acre commercial area is developed for residential uses using the MFR-2 Zoning standards the buildings would be limited to a height of 35 feet.
- 2) A separate construction entrance be constructed off of Citation Boulevard once development of Phase 4 is commenced.



**Location Map**

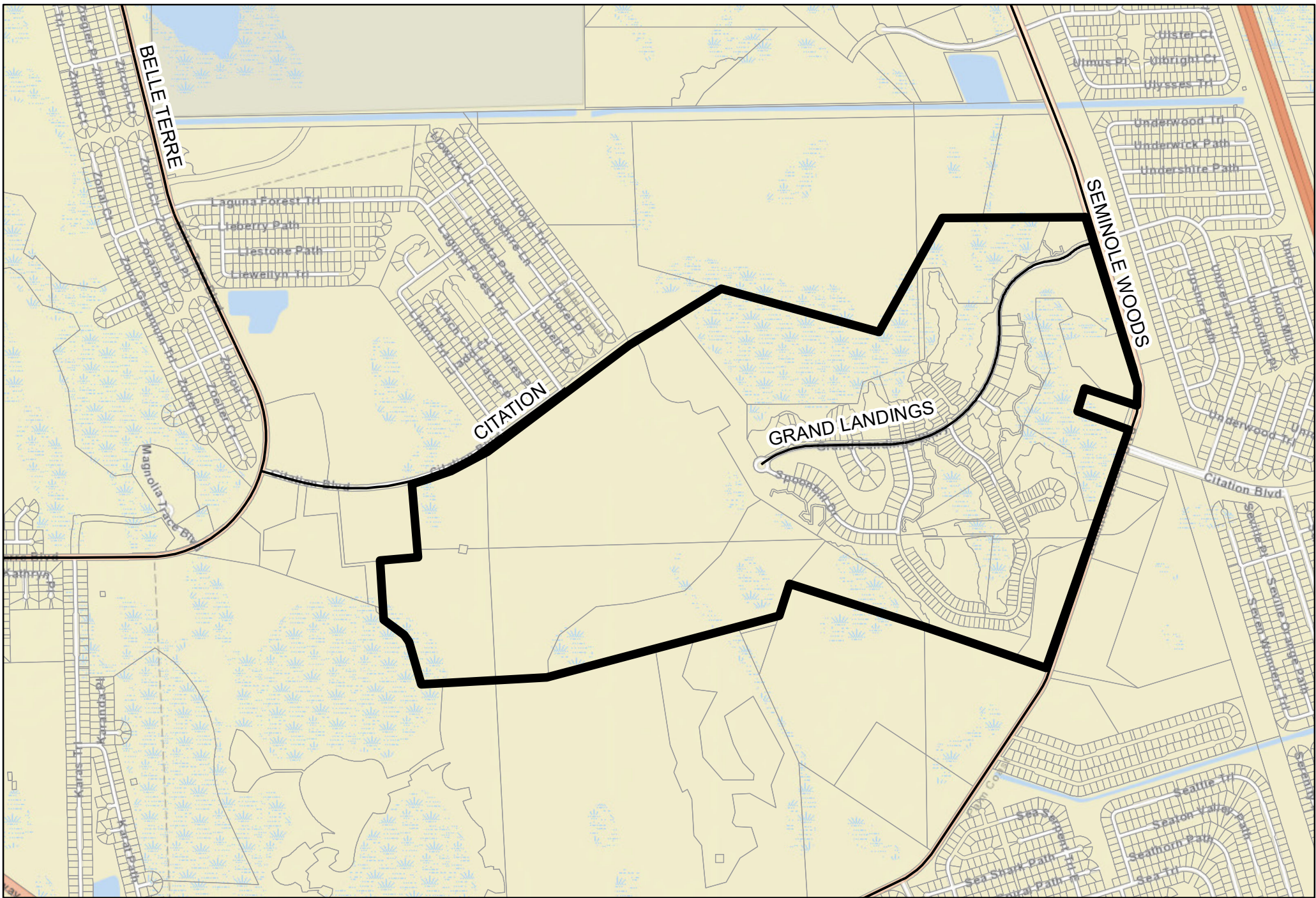
 Grand Landings MPD

0 1,000 2,000  
 Feet



Map Provided By: Planning Division





**Location Map**



Grand Landings MPD

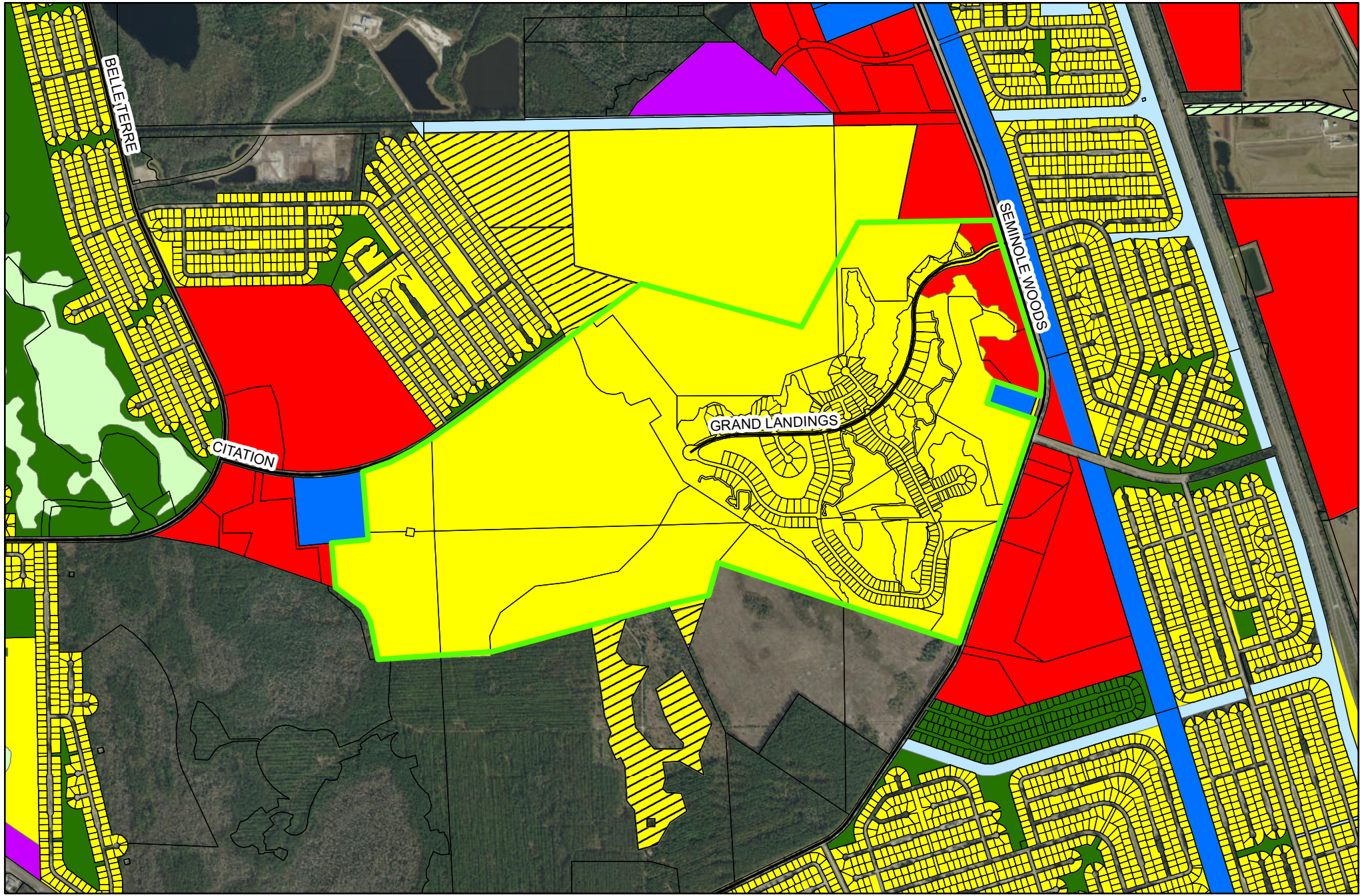
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Map Provided By: Planning Division



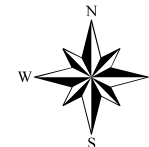
# Grand Landings FLUM



## Legend

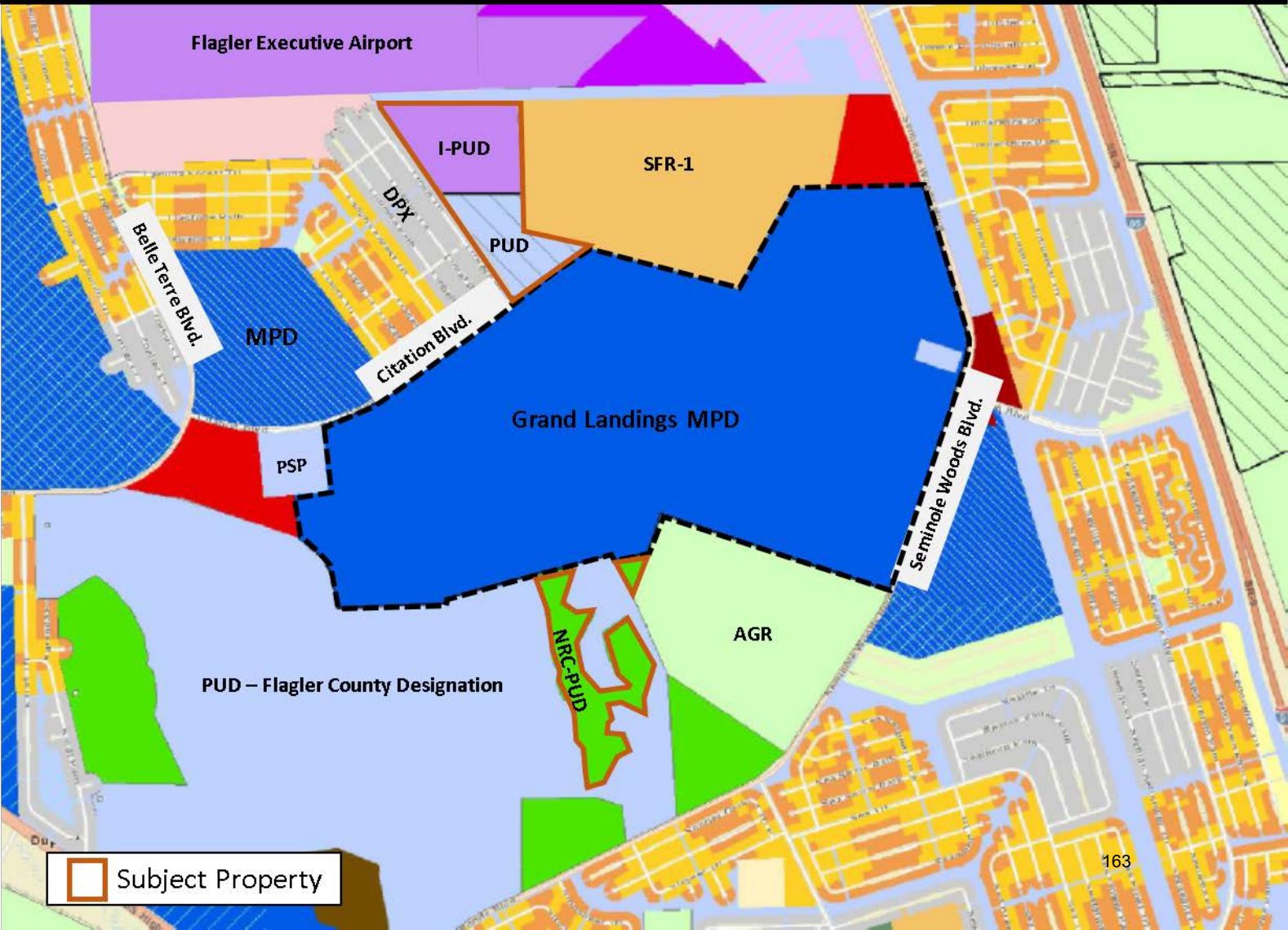
Streets	SDE_Data.GDO.PC_FLUM	CONSERVATION	DRI-Residential Area	Institutional
Parcels	FLUCATEGOR	Canals	DRI-Urban Core	MIXED USE: HIGH INTENSITY
AGRICULTURE & TIMBERLANDS	Coastal High Hazard Area	Greenbelt	INDUSTRIAL	Mixed Use
COMMERCIAL: HIGH INTENSITY	Conservation	INDUSTRIAL	Industrial	RECREATION & OPEN SPACE
COMMERCIAL: LOW INTENSITY	DRI-Mixed Use			RESIDENTIAL: LOW DENSITY / RURAL ESTATE
				Residential

0 1,000 2,000 Feet



Map Provided By: Planning Division

# Grand Landings – Current Zoning Map

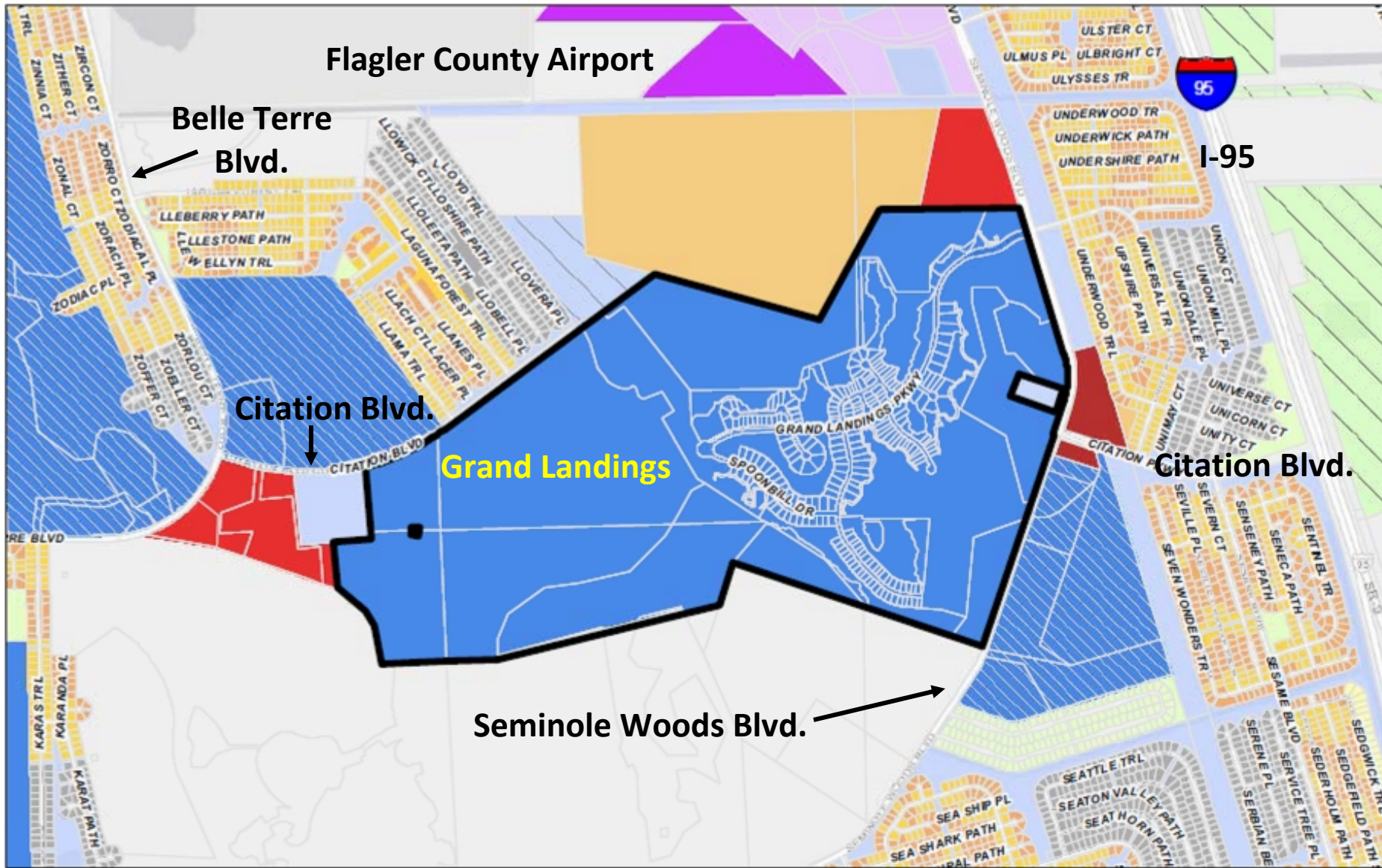


# **GRAND LANDINGS**

## **MPD AMENDMENT**

**City Council Public Hearing  
on August 6, 2019**

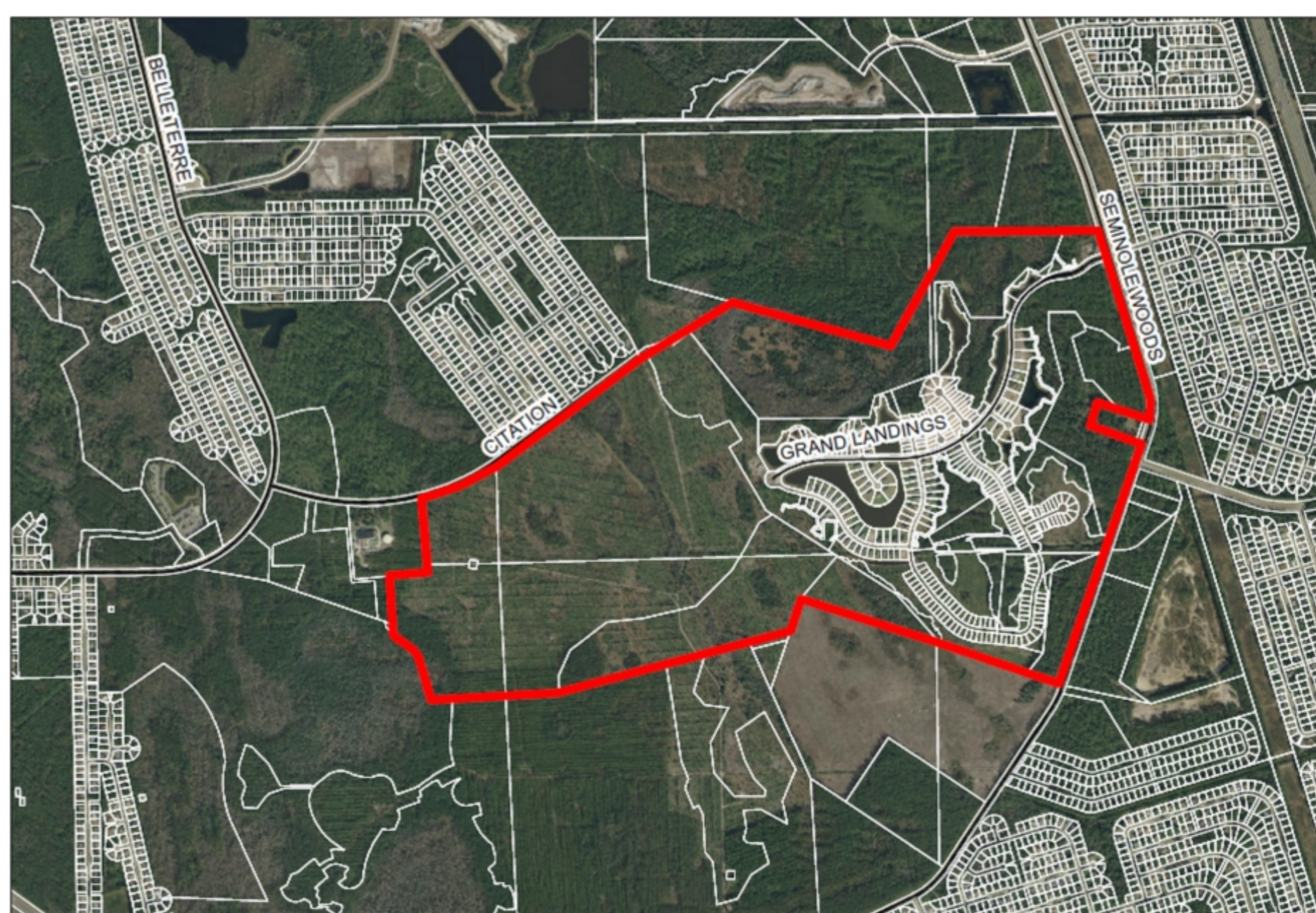
# Location Map



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

# Aerial

Grand Landings community is 774 +/- acres



Location Map



Grand Landings MPD

0 1,000 2,000  
Feet



Map Provided By: Planning Division



*PALM COAST*  
Find Your Florida

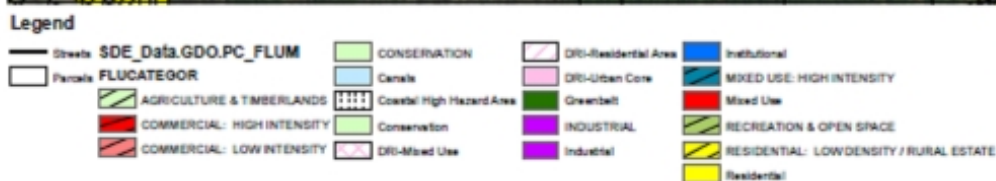
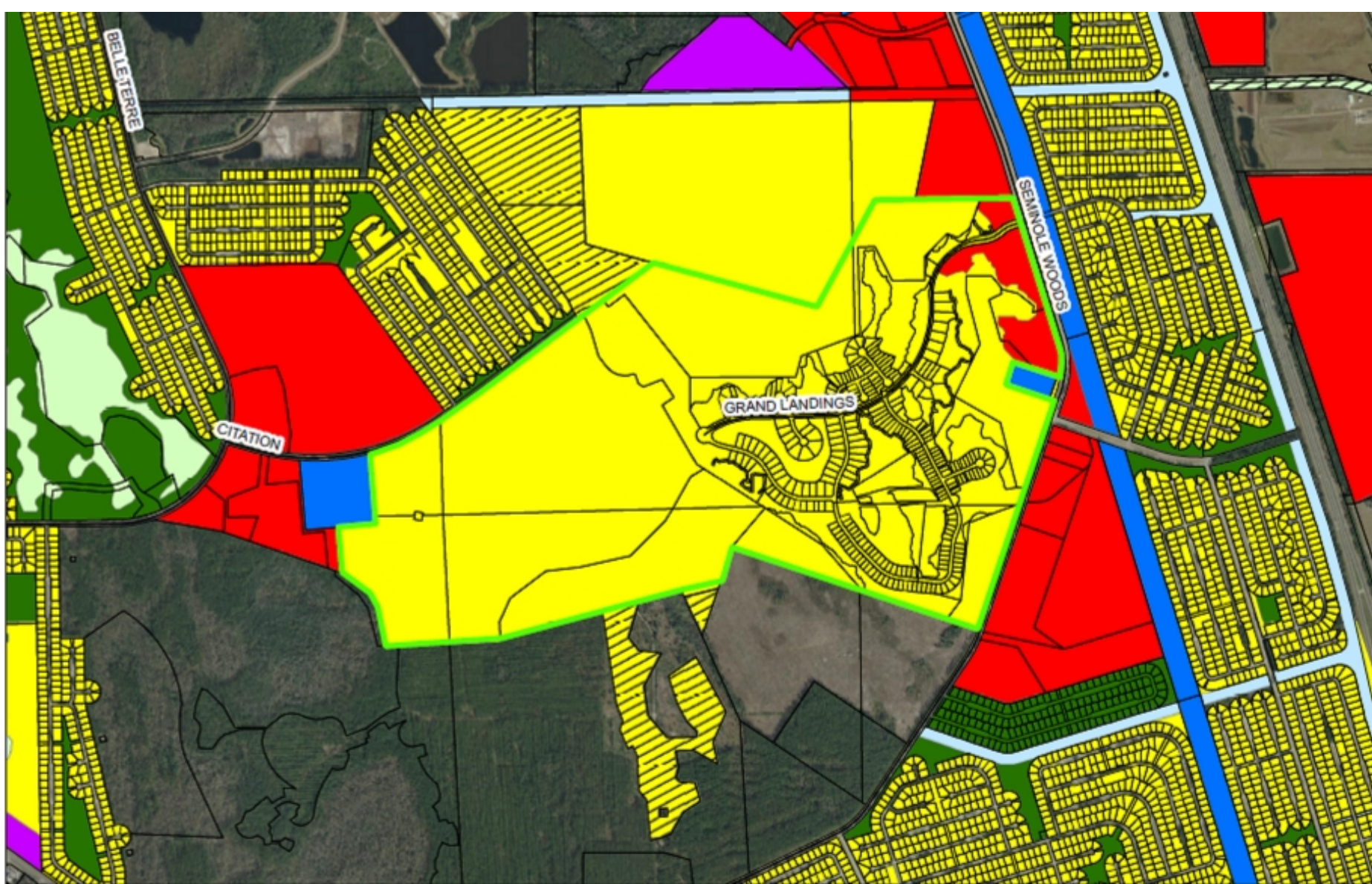
# Background

- 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.

# FLUM

Area in yellow  
is Residential

Small area in  
red is Mixed  
Use

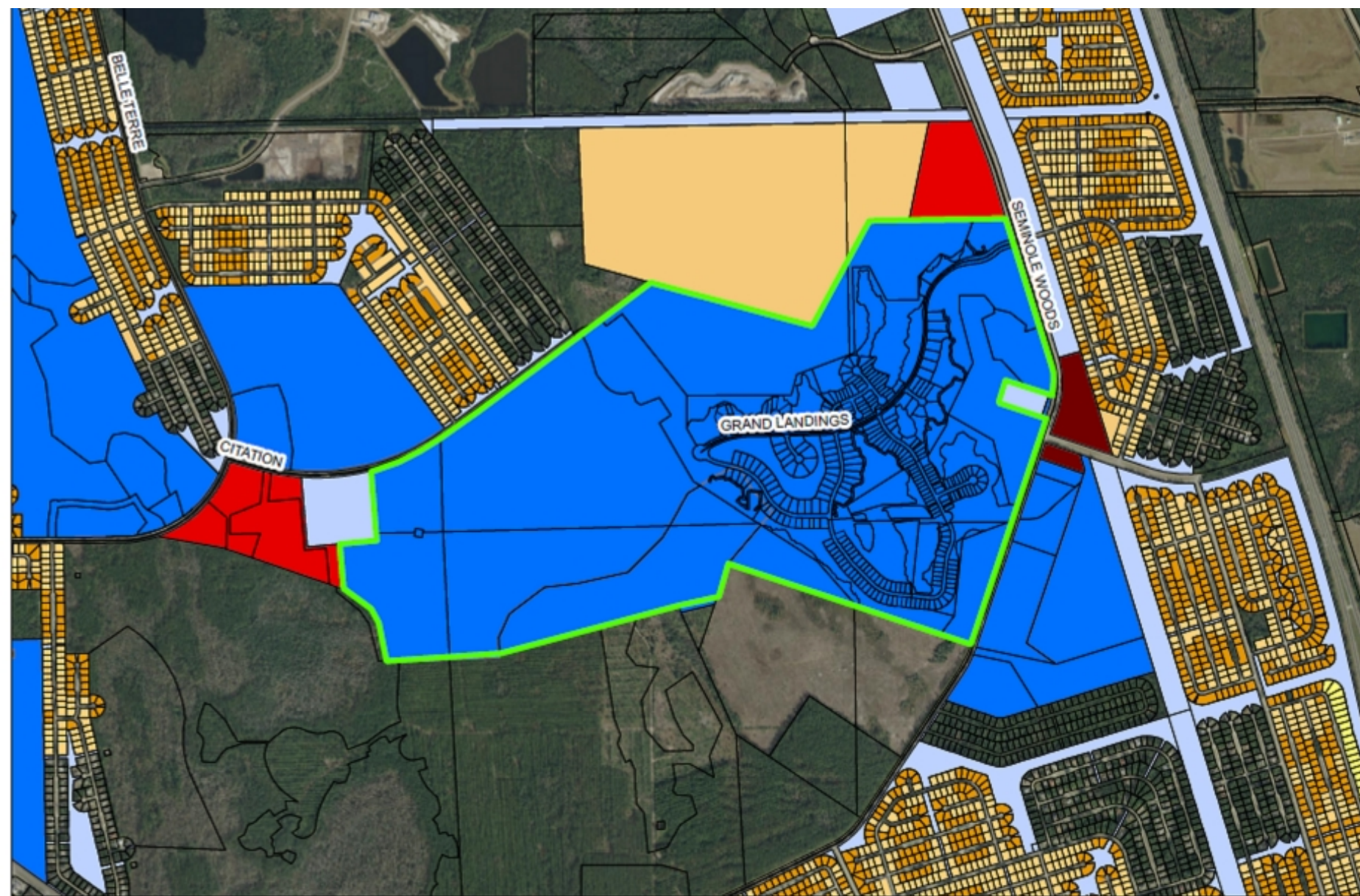


0 1,000 2,000 Feet



Map Provided By: Planning Division

# Zoning Map



## Legend

Streets	<b>Zoning</b>	MFR-1	PRS	SFR-3
Parcels	<b>NewZone</b>	MFR-2	PSP	SFR-4
		COM-2	MPD	SFR-1
		COM-3	P&G	SFR-2

0 1,000 2,000 Feet



Map Provided By: Planning Division



# 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.



# Proposed Key Changes

- Applicant desires to increase the number of homes in Grand Landings by 141, which would increase the units from 749 to 890.
- Applicant also wants the option of developing all or a portion of the commercial land as residential under the Multi-Family (MFR-2) Zoning District standards.

# 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.

# Public Participation

- Three signs were erected notifying the public of the Planning and Land Development Regulation Board (PLDRB) and City Council public hearings.
- Developer met with numerous residents of Grand Landings with City staff in attendance on May 6, May 22, and July 8.

# PLDRB

- The PLDRB held a public hearing on this item on July 17<sup>th</sup> with approximately 35 residents in attendance, and recommended approval by a 6-0 vote, subject to limiting the building heights in the Commercial area to 35 feet if it is alternatively developed for multi-family uses under the MFR-2 Zoning standards and a separate construction entrance be constructed off of Citation Boulevard once development of Phase 4 commences.

# Next Steps

- Second City Council Public Hearings for MPD Rezoning
- Platting will follow

# Recommendation

Planning staff and the PLDRB recommend that City Council approve the proposed Amendment to the Grand Landings MPD Agreement (#3951) as presented with the PLDRB's proposed changes:

- 1) If the 26 +/- acre commercial area is developed for residential uses using the MFR-2 Zoning standards the buildings would be limited to a height of 35 feet.
- 2) A separate construction entrance be constructed off of Citation Blvd. once development of Phase 4 is commenced.

# Applicant's Presentation

- Jeff Douglas, JTL Grand Landings Development, LLC, Owner's Rep.
- Attorney Michael Chiumento III, Agent for Applicant
- Questions for developer and/or staff

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 0/06/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6864	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR (FFY) 2019 (FY 2019/20) ANNUAL ACTION PLAN	
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b> This item was heard by City Council at their July 30, 2019 Workshop. There were no changes suggested to this item.		
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b> The Community Development Block Grant (CDBG) Program started in 1974 in order to provide funding for housing and community development. Activities or Programs funded by CDBG funds must meet one of the following the National Objectives of the Program:		
<div>1) Benefit low- and moderate-income persons (LMI)</div> <div>2) Prevent or eliminate slum or blight</div> <div>3) Address urgent community development needs (Emergency)</div>		
As an entitlement community, the City of Palm Coast will be eligible to receive an annual allocation from the Department of Housing and Urban Development (HUD). Historically, CDBG funds have been used for various community development activities such as:		
<div><div>• Housing Programs,</div><div>• Public Services (Limited to 15% of Grant),</div><div>• Public Infrastructure/Facilities (In Qualified Areas based on Census or benefits area 51% or greater LMI Area),</div><div>• Economic Development, and</div><div>• Planning/Administration/Monitoring of the Program (limited to 20% of allocation).</div></div>		
In the City of Palm Coast, CDBG funds have been used to fund the following activities:		
<div><div>• Housing rehabilitation of owner-occupied units</div><div>• Public Services,</div><div>• Public Infrastructure (Multi-use paths), and</div><div>• Planning/Administration/Monitoring of the program.</div></div>		
In order to receive CDBG funds, an entitlement community is required to complete a Consolidated Plan, Strategic Plan, and Annual Action Plan. The Consolidated Plan is designed to provide a unified vision for community development actions to meet CDBG goals of decent housing, suitable living environment, & expanded economic opportunities. The Strategic Plan is an outlay of expected actions and programs to address City needs as consistent with the national objectives and the Annual Action Plan describes the intended use of CDBG funds over the coming year.		

The City is expected to receive \$487,895 in CDBG funds for FFY 2019 (FY 2019/20). Consistent with prior activities the proposed FFY-2019 Action Plan will accomplish the following:

- continue financial assistance to homeowners for home repairs,
- continue funding Parks & Recreation activities for youth & seniors (summer camps, swim lessons, educational programs, etc.),
- provide funding opportunities to deliver public service activities through governmental or non-profit organizations, and
- compliance activities for the CDBG program.

In summary, the proposed allocation for FFY 2019 is as follows:

<b>ACTIVITY</b>	<b>Allocation</b>
Financial Assistance for Home Repair Owner-Occupied Unit	\$404,711
<b>Public Service Activities</b>	
Recreation/Parks Youth & Senior Activities	\$55,000
Public Service Subrecipient Allocation	\$18,184
Planning and Administration	\$10,000
<b>TOTAL ALLOCATION FOR FFY-2019 (FY 2019/20)</b>	<b>\$487,895</b>

The amount allocated for public service activities is the maximum amount permitted under CDBG rules (\$73,184 or 15% of total allocation).

In addition to the proposed activities, the FFY2019 Action Plan includes a new map for the Low-Moderate Income Census Tracts

### **Citizens Advisory Task Force (CATF) Meeting**

The Action Plan presented is consistent with comments provided by the CATF at their June 12, 2019 Public Hearing. During the meeting, the CATF provided strong guidance to staff to initiate the development of a Public Service grant program using CDBG funds. As an action to facilitate the grant program, the CATF recommended increasing the allocated funds for Planning and Administration activities to \$10,000 to retain the services of a consultant to establish the program.

Although the CATF recommended public service grants as one strategy to distribute CDBG funds into the community, members discussed that it is equally important to ensure that funds are expended in the community in the most timely manner.

Additionally, the document was published on the City website for a 30-day comment period. Staff did not receive any comments. Staff and the Citizens Advisory Task Force (CATF) recommend approval.

### **Recommended Action:**

Adopt Resolution 2019-XX approving the Community Development Block Grant for FFY 2019 FY 2019/2020 Annual Action Plan.

**RESOLUTION 2019-\_\_\_\_**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**FFY 2019 ANNUAL ACTION PLAN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2019 ANNUAL ACTION PLAN; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast (the “City”) participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

**WHEREAS**, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

**WHEREAS**, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City’s CDBG programs; and

**WHEREAS**, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

**WHEREAS**, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

**WHEREAS**, the City is required to prepare a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

**WHEREAS**, the FFY 2019 Annual Action Plan establishes a one-year program in compliance with HUD funding allocations and requirements; and

**WHEREAS**, the Citizens Advisory Task Force (CATF) held a public hearing on June 12, 2019, to hear public testimony of all interested parties regarding the FFY 2019 Annual Action Plan; and

**WHEREAS**, the CATF has reviewed and recommended that the City Council approve the FFY 2019 Annual Action Plan; and

**WHEREAS**, the 30-day comment period for the FFY 2019 Annual Action Plan was held from June 14, 2019 to July 14, 2019; and

**WHEREAS**, the City Council held a public hearing on August 6, 2019, to hear public testimony of all interested parties regarding the FFY 2019 Annual Action Plan.

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

**SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN.** The City Council of the City of Palm Coast hereby approves the FFY 2019 Annual Action Plan, 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 the 6th day of August 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – FFY 2019 Annual Action Plan

Approved as to form and legality

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



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FEDERAL FISCAL YEAR (FFY 2019)  
(FY 2019-20)  
ANNUAL ACTION PLAN

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

As a CDBG entitlement community, the City of Palm Coast is required to submit an Annual Action Plan to direct use of CDBG funds. FFY 2019 is the third year of the City's 5-year Consolidated Action Plan (FFY 2017-2021). CDBG funding has previously been programmed for infrastructure improvements to qualified low-moderate income neighborhoods, financial assistance program for home repair for low-moderate income households, public service activities, as well as planning and administration activities. The City intends to continue with activities within one of the categories named above in FFY 2019.

The City serves as the lead agency for administering and implementing projects and programs using CDBG funds. The City has an Interlocal Agreement (ILA) with Flagler County for the administration and implementation of a Joint Housing Program. The ILA has enabled the City and County to partner on the administration of projects using funds from the State Housing Initiative Partnership (SHIP), and in previous years; the Neighborhood Stabilization Program (NSP), and CDBG Small Cities program.

To meet the statutory program goals of decent housing, a suitable living environment, and expanded economic opportunities to benefit low-moderate income persons and households, the City will continue to rely on the objectives, policies, and actions identified in various City documents such as the City Budget, City Capital Improvements Plan (CIP), 2035 Comprehensive Plan, the Recreation and Parks Facilities Master Plan, the Pedestrian and Bicycle Facilities Master Plan, and the City's Economic Development Plan, Prosperity 2021. Additionally, the City consults with various social service agencies including Flagler County Social Service Department, the Volusia/Flagler Continuum of Care and the Flagler County Free Clinic on public service needs as well as data for analysis.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

To meet the three goals of providing decent housing, providing a suitable living environment, and expanding economic opportunity; the City developed the following objectives:

##### **Goal 1: Provide Decent Housing:**

- **Encourage Home Ownership and Reinvestment** by providing financial assistance programs for home repairs to retain the affordable housing stock. City will also identify opportunities to expand housing activities without duplicating services provided by other entities. Activities to be considered could include first time home buyer programs.

**Goal 2: Sustainable Living Environment:**

- **Invest in Capital Projects** that improve the safety and livability of neighborhoods.
- **Expand availability and access** to public services.

**Goal 3: For Expanded Economic Opportunities:**

- **Identify economic activities** which may be assisted by CDBG funds.

**Goal 4: Address urgent needs:**

As a result of a declared emergency, identify potential use of CDBG funds to assist eligible persons and activities.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has received approximately \$3.0 million in CDBG entitlement funds since 2012. These funds have been used to assist students to attend the City's summer camp, provide financial assistance to qualified home owners to repair and bring their homes to meet existing code requirements, and finally, to construct approximately 8 miles of multi-use paths to serve a low-moderate income neighborhood. The City seeks to continue these activities in an effort to assist low-moderate income households/families as well as providing improvements to low-moderate income neighborhoods.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

To complete the Annual Action Plan (AAP), the City consulted with various local and regional social service and housing advocate agencies. The City further hosted public workshop/public hearings to discuss housing and community development needs. In addition to non-profit agencies, the City continuously coordinates with the adjacent municipalities as well as regional planning agencies such as the Northeast Florida Regional Council, and the River to Sea Transportation Planning Organization.

**5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of public comments opportunities and any comments received are provided as an attachment to this Annual Action Plan.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

A summary of public comments opportunities and any comments received are provided as an attachment to this Annual Action Plan.

**7. Summary**

A summary of public comments opportunities and any comments received are provided as an attachment to this Annual Action Plan.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Community Development Department

Table 1 – Responsible Agencies

### Narrative (optional)

The City of Palm Coast Community Development Department is the responsible entity for administering the CDBG program. Staff works with other City departments (Finance, Central Services), non-profit organizations, Flagler County to carry out the goals of the Consolidated Plan. As an example, an infrastructure activity may require the coordination of various departments to implement the most cost-efficient project. One department (Construction Management & Engineering) may design and work on the necessary permitting for the project, while the Public Works Dept. does the actual construction. The capacity to coordinate various phases using existing City staff allows the available CDBG funds to be stretched, in essence, the City is providing an in-kind match to the implementation of CDBG activities.

### Consolidated Plan Public Contact Information

Jose Papa, AICP, Senior Planner

Community Development Department

160 Lake Ave.

Palm Coast, FL 32164

386-986-2469

jpapa@palmcoastgov.com

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The CDBG program mandates the consultation of grant funding recipients with other public and private agencies, state or local social service agencies (for homeless services, child welfare services), adjacent governments, local Continuum of Care (CoC), and Public Housing authorities.

During the course of the administration and implementation of CDBG funded activities, the City continuously coordinates with these various agencies. The City reached out to social service and housing assistance service providers (including the Public Housing Authority) as part of the completion of the Analysis of Impediments to Fair Housing (AI). During the completion of the current Consolidated Action Plan (CAP) as well as during the completion of the Annual Action Plan, the City provided notice of public workshops and meetings to discuss the use of CDBG funds.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City works consistently with the Flagler County SHIP program, the City and County have an Interlocal Agreement that allows for the coordination of services and information between the two entities. This coordination assists to minimize the duplication of services. Additionally, the City annually works with Mid-Florida Housing Partnership, the local Board of Realtors, local financial institutions, and the County to host the Annual Flagler County Housing Fair. This annual housing fair targets all families and provides information on available housing assistance programs in the County as well as information on opportunities for home-ownership.

As part of the completion of the CAP, mental health, and service agencies are invited to attend the public workshops as well as to provide comments on the drafts of the CAP. The City continuously receives feedback and comment on activities which may be funded through the CDBG program.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Flagler County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive

services to meet the needs. As the lead agency to end homelessness in the Volusia/Flagler area, the Coalition is committed to implementing the following strategies:

- Provide fully transparent leadership in planning, policy making and implementation our community's response system to homelessness.
- Administer program monitoring, evaluation, and performance measurement with professionalism and neutrality
- Be guided by the mission of ending homelessness in its coordination and utilization of public and private resources
- Provide a highly skilled and experienced professional staff to implement and coordinate the CoC Plan.

The City in reviewing the 2015/16 CoC Strategic Action Plan recognizes the following objectives and actions identified in the plan.

**Volusia-Flagler Continuum of Care (VFCoC) Objective 1: INCREASE RATE OF PEOPLE MOVING INTO PERMANENT HOUSING/ENDING HOMELESSNESS**

**VFCoC Objective 2: *RAPID-REHOUSING /FAMILIES W/ CHILDREN AND INDIVIDUALS***

**VFCoC Objective 3: INCREASE ACCESS TO MAINSTREAM BENEFITS & HOMELESS PREVENTION SERVICES**

**VFCoC Objective 4: *ENHANCE EMERGENCY SHELTER TRANSITIONAL Housing / ACCESS TO FAMILIES AND INDIVIDUALS***

**VFCoC Objective 5: ENHANCE COORDINATED ENTRY SYSTEM**

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Palm Coast does not receive ESG funds. The City of Palm Coast receives a limited amount of funding through the CDBG program. The City of Palm Coast recognizes the VFCoC as the lead agency in determining how to allocate ESG funds and will provide support and coordinate efforts as necessary.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	City of Palm Coast
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development Infrastructure Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City of Palm Coast serves the as the lead agency for the planning and administration of the CDBG program. The Community Development Department serves as the lead but consults with other departments such as Recreation and Parks, Utilities, & Construction Management & Engineering Services to identify projects and needs that may be funded with CDBG funds.
2	<b>Agency/Group/Organization</b>	Northeast Florida Regional Council
	<b>Agency/Group/Organization Type</b>	Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Northeast Florida Regional Council (NEFRC) completed the Comprehensive Economic Development Strategy (CEDS) for the 7 county region in Northeast Florida including Flagler County. Additionally, the NEFRC assisted the City in the completion of the Analysis of Impediments to Fair Housing (AI) and provided valuable input into ensuring that the analysis was pertinent to the needs of the City in determining housing needs and fair housing issues.
3	<b>Agency/Group/Organization</b>	FLAGLER COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City coordinated with various departments of Flagler County government to gather data for the completion of the Consolidated Action Plan. Specifically, the Flagler County Social Service Department provided input during the completion of the Analysis of Impediments to Fair Housing process. The input was valuable in identifying needs of their clients who are mainly the elderly or veterans. Additionally, the City of Palm Coast and Flagler County have an Interlocal Agreement to provide a Joint Housing Program. Flagler County as the administrator of the SHIP program is consulted to ensure that there is minimal duplication of programs and services between the City and the County.
4	<b>Agency/Group/Organization</b>	MID-FLORIDA HOUSING PARTNERSHIP
	<b>Agency/Group/Organization Type</b>	Housing Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City is a partner with Mid-Florida in providing an annual Housing Fair. The Fair provides information on housing opportunities and housing programs available in Flagler County.
5	<b>Agency/Group/Organization</b>	VOLUSIA FLAGLER HOMELESS COALITION
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care which covers Flagler County. Data and documents from the VFCCH were used in the completion of the Consolidated Action Plan.
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### Identify any Agency Types not consulted and provide rationale for not consulting

The City coordinated with a wide range of agencies in the completion of this CAP. Comments and consultation from all agencies were welcomed and considered during the process.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Volusia-Flagler County Coalition for the Homeless	The strategic plan incorporates the goals of the Coalition's Strategic Action Plan.

**Table 3 – Other local / regional / federal planning efforts**

### Narrative (optional)

The City of Palm Coast coordinates with a number of public entities in the implementation of the Consolidated Plan. For housing activities, the City will coordinate with Flagler County (as the SHIP program coordinator and social service provider) on intake and strategies to avoid duplication of services. In addition to housing activities, the City provides notice of upcoming infrastructure projects, if the project is adjacent to a neighboring local government.

During the course of implementation of the Consolidated Plan, the City coordinated with various state agencies to ensure a comprehensive environmental review that meets federal regulations. These state agencies depending on the activity have included: the Department of Environmental Protection, the Division of Historic Resources, the St. Johns River Water Management District, and the Department of Transportation.

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Consistent with CDBG regulations and the City's Citizen Participation Plan, the City hosted a public workshop and two public hearings on the Annual Action Plan. These public hearings were held on June 12, 2019 with the Citizens Advisory Task Force, and the City Council on August 6, 2019.

Notice for the public meetings were published in the Daytona Beach News Tribune. The notices were also posted on the City's website.

The draft FFY 2019 Action Plan was published for a 30-day comment period from June 14, 2019 to July 14, 2019. The plan was also posted on the City's website and was available by hard copy at City Hall.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Citizens Advisory Task Force Public Meeting. Attendance were from members of the Task Force and the Flagler County SHIP Administrator.	No public comments.	No public comments.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	Citizens Advisory Task Force Public Hearing. Attendance were from members of the Task Force and the Flagler County SHIP Administrator.	No public comments.	No public comments.	
3	Public Hearing	Non-targeted/broad community	City Council public hearing. Attendance were from a variety of residents who were at meeting for other items.	To be completed after public hearing.	To be completed after public hearing	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Palm Coast's allocation for FFY 2019 is \$487,895. The City does not expect to receive any program income. If the City receives income (likely from the sale of a home that has received CDBG assistance), the City will use the funds for housing activities. The City will anticipate receiving approximately the same amount of funds per year for the remainder of the Consolidated Plan Years (FFY 2020-2021).

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	487,895	0	0	487,895	0	

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The CDBG program does not require a match from non-federal sources. Historically, the City has used in-house staff to provide administrative and planning functions for the CDBG program. Staff time is not charged to the CDBG program. Additionally, on infrastructure projects, the City will typically use in-house staff to design and construct the project. CDBG funds are used to purchase construction materials only.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Other than the use of public right-of-way for the construction of the Seminole Woods Neighborhood Multi-use Path, the City does not anticipate using publicly owned land or property to address needs identified in the plan.

**Discussion**

The only anticipated resources during the completion of this Action Plan is the anticipated allocation from HUD. Any program income received during the year will be programmed for housing activities.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Housing Assistance	2017	2021	Affordable Housing		Housing Programs	CDBG: \$404,711	Homeowner Housing Rehabilitated: 6 Household Housing Unit
2	Provide Public Service Assistance	2017	2021	Homeless Non-Homeless Special Needs		Public Service	CDBG: \$73,184	Public service activities other than Low/Moderate Income Housing Benefit: 243 Persons Assisted
4	Maintain compliance with CDBG rules and regulation	2017	2021	Planning, Administration, and Monitoring		Housing Programs Public Infrastructure Public Service	CDBG: \$10,000	Other: 1 Other

**Table 6 – Goals Summary**

#### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Provide Housing Assistance
	<b>Goal Description</b>	Provide financial assistance for repair of owner-occupied housing units. This program is available on a Citywide basis to income qualified residents.
<b>2</b>	<b>Goal Name</b>	Provide Public Service Assistance
	<b>Goal Description</b>	The goal of this activity is to expand the availability of public services. The public services will be made available to income qualified residents who meet the intended demographic profile of program (i.e. student, senior resident)
<b>4</b>	<b>Goal Name</b>	Maintain compliance with CDBG rules and regulation
	<b>Goal Description</b>	Maintain compliance through monitoring of CDBG activities.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The City of Palm Coast intends to carry-out activities which are consistent with previous activities funded by the CDBG program. Specifically, these projects include: owner-occupied housing rehabilitation, the Seminole Woods neighborhood multi-use path, activities to be provided by the City's Recreation and Parks Department for youth and seniors (summer camp/youth activities, community outreach activities targeted at the senior population), grant program for non-profit organizations, or public service assistance for homeless services, and general planning, administration, and monitoring.

#### Projects

#	Project Name

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The data in the needs assessment and market analysis prepared for the Consolidated Action Plan indicate that there is a shortage of affordable housing units. Combined with an aging housing stock and a population that continues to be more elderly than the state average indicates the need to address the preservation of the existing units currently occupied by low-moderate income households. Additional input into priorities came from through the consultation and public input process, as well as the advisory committee.

The following are identified as obstacles to meeting underserved needs:

- The primary obstacle to meeting underserved needs is the limited financial resources available to address identified priorities.
- The City will continue to have a significant population over the age of 65, the need for increased supportive services for the elderly population (especially those on a fixed income) is significantly impacted by a downturn in the economy. Again, the limited resources available to the City place a significant obstacle in providing for the needs of the elderly.
- As the City's housing stock and neighborhoods begin to age, additional resources will be needed

to prevent the dilapidation of neighborhoods.

**AP-38 Project Summary**  
**Project Summary Information**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Skip Top Navigation

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## Community Development Systems

## Integrated Disbursement &amp; Information System (IDIS)



**User:** B56450  
**Role:** Grantee  
**Organization:**  
 PALM COAST

- Logout

**Activity**

- Add  
 - Search  
 - Search HOME/HTF  
 - Review  
 - CDBG Cancellation

**Project**

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**Consolidated Plans**

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**Annual Action Plans**

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**Consolidated Annual Performance Evaluation Report**

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 - HUD Home

Plans/Projects/Activities

Funding/Drawdown

Grant

Grantee/PJ

Admin

Reports

You have **5 CDBG** activities that have been flagged. Click on the number to go to the review page.


**Annual Action Plan (2019-2)****AP-38 Project Summary**

[Return to Annual Action Plan Projects](#)

**Project Summary Information**

No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	Public Service Subrecipient Assistance	Provide Public Service Assistance		Public Service	CDBG : \$18,184
	Description	Funding will be made available to governmental or non-profit organizations to provide public service assistance to qualified recipient.			
	Target Date for Completion	09/30/2020			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	It is estimated that 60 individuals from low-moderate income families receive assistance.			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Services may be provided at scattered sites throughout the City.			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
2	Housing Rehabilitation Project	Provide Housing Assistance		Housing Programs	CDBG : \$405,711
	Description	Financial assistance to repair owner-occupied single-family homes at scattered sites.			
	Target Date for Completion	09/30/2020			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	It is estimated that 6-7 low-moderate income families will be assisted with the proposed activity.			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	The activity will be conducted at scattered sites throughout the City.			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	housing			
3	Recreation and Parks Health/Fitness Activities	Provide Public Service Assistance		Public Service	CDBG : \$55,000
	Description	The City of Palm Coast Recreation and Parks Department will provide health/fitness activities to income qualified residents through activities such as summer camp, swim lessons, exercise classes, etc.			

	Target Date for Completion	09/30/2020			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	It is estimated that about 183 persons from low-moderate income families will benefit from the proposed activities.			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Activities will be provided within the City's Park System (Palm Coast Community Center, Palm Coast Aquatic Center, or at one of the City's parks).			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
4	General Planning, Administration, and Monitoring of CDBG Program	Maintain compliance with CDBG rules and regulation		Housing Programs Public Infrastructure Public Service	CDBG : \$10,000
	Description	Activities that ensure the City's compliance with CDBG program requirements.			
	Target Date for Completion	09/30/2020			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)				
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Advertisements for public information and fair housing activities.			
<a href="#">Return to Annual Action Plan Projects</a>					

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## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City has not identified a specific geographic area where assistance will be directed due to low-income or minority concentration. It is important to note however that Census Tracts/Block Groups which have greater than 51% low-moderate income households qualify for the use of CDBG funds, if the project has an areawide benefit. The City through the course of preparing the Annual Action Plan may identify infrastructure projects within low-moderate income census tracts and elect to fund qualified infrastructure projects or qualified activities with CDBG funds.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The City has not created a priority for allocating investments geographically in a specific area of the City. The housing program to be funded with CDBG funds will be available Citywide and will be available to benefit low-moderate income households.

### **Discussion**

As previously stated the City has not identified any specific geographic areas for targeted use of CDBG funds. However, consistent with CDBG National Objectives, activities or projects may be funded in low-moderate income Census Tracts, Block Groups if the activity or project provide an areawide benefit.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City intends to allocate a majority of the available CDBG funds to expand the available housing program in the City. The City's housing program is available to all low-moderate income homeowners.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	0
Total	6

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	6

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

The City's housing rehabilitation assistance program is intended to provide financial assistance to low-moderate income families to bring existing housing up to minimum code standards.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast.

### **Actions planned during the next year to address the needs to public housing**

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Flagler County Housing Authority does not manage any housing units within the City of Palm Coast. However, it is important to note that the Flagler County Housing Authority is not designated as troubled.

### **Discussion**

N/A

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Due to limited funding availability and staff, the City does not directly provide services to address the homeless and other special needs activities. However, when appropriate, the City will coordinate with efforts of the CoC and social service agencies which provide assistance to homeless and special needs population. In the upcoming Program Year, the City will reach out to Flagler County to identify homeless services which may be funded with CDBG funds.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

As previously stated, due to limited funding and institutional capacity, the City does not provide direct outreach service to the homeless. However, the City intends to coordinate with Flagler County to potentially use CDBG funds for homeless services.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

As previously stated, due to limited funding and institutional capacity, the City does not intend to carry out activities directly to provide emergency shelter and transitional housing needs of homeless persons.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Due to limited funding availability and staff, the City does not directly provide services to address homeless programs that provide assistance for households that make the transition to permanent housing and independent living. As with other needs to assist the homeless, the City will coordinate with Flagler County, and the CoC to ensure that the proper referrals and contacts are made to agencies who

have the capacity to provide homeless services.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

As stated previously, In recognition of the following limitations for the City: limited funds are available through the CDBG program to address all the needs in the City, and limited capacity to provide social services. The City will focus on prevention or assisting households from becoming homeless as a step to eliminating chronic homelessness.

## **Discussion**

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

As previously discussed, within the City of Palm Coast, the lack of a diverse housing supply is a challenge that can be linked to the availability of affordable housing. The low supply of rental housing presents a challenge for households to have a housing choice. As reported in the City's most recent Analysis of Impediments to Fair Housing Choice, the lack of a diverse housing supply provides a challenge not just in supply but also translates to the affordability of rentals or home-ownership.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The strategy to remove or ameliorate the barriers to affordable housing is to provide the opportunities to diversify the housing supply. Diversification of housing supply not only comes with an increase in the amount of rental units in the city, but also through the diversification of lot sizes for single-family residential development. Smaller lot sizes can serve as a way of addressing the need for "starter" homes which was highlighted by anecdotal evidence from various sources during the completion of the Analysis of Impediments for Fair Housing Choice study.

### **Discussion:**

N/A

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

In recognition of the City's limited capacity to provide assistance for certain activities, the City seeks to partner with existing agencies to provide the assistance needed by segments of the population not covered by direct City activities.

### **Actions planned to address obstacles to meeting underserved needs**

As previously stated, the main obstacle to meeting underserved need is funding and the limited capacity to provide social service. The City when appropriate can provide support and assistance to the CoC or social service agencies to carry out their mission.

### **Actions planned to foster and maintain affordable housing**

The City's main activity for the use of CDBG funds is to provide financial assistance to repair owner-occupied housing units. The intent of this activity is the maintenance/preservation of housing units which are serving low-moderate income households.

### **Actions planned to reduce lead-based paint hazards**

As specified within the Local Housing Assistance Plan for the CDBG program, the following process controls activities related to lead-based paint hazards:

*In order for a house to be considered feasible for rehabilitation, the proposed rehabilitation scope of work (SOW) must:...*

*b) Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below \$25,000. Houses above \$25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid*

*poisoning, lead level screening requirements, and appropriate abatement procedures;*

### **Actions planned to reduce the number of poverty-level families**

In addition to expanding economic opportunity through the City's Business Assistance Center, the City also uses the strategy of providing financial assistance to qualified homeowners to repair and rehabilitate their primary dwelling units. This strategy becomes more important as the City's housing stock begins to age and as the elderly population of the City continues to grow. Providing financial assistance for housing rehabilitation ensures that the City continues to have decent, and safe affordable housing and that qualified households do not become overburdened with housing costs for repair and maintenance.

### **Actions planned to develop institutional structure**

City staff participates in webinars to remain up-to-date to changes in CDBG rules as well as to keep informed of best practices in the administration of the CDBG program. Additionally, the city consults with local social service providers during the completion of the Annual Action Plan. This consultation process provides the opportunity to coordinate and dialogue on on-going and upcoming items for consideration in the City's CDBG activities.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

City staff will continue to foster relationships with public and private housing and social service agencies to provide coordination and avoid duplication of services. Additionally, the City's Interlocal Agreement with Flagler County for a Joint Housing Program ensures that there is constant coordination between agencies.

### **Discussion:**

City intends as required by the CDBG program to consult with various service providers in identifying community development needs in the City of Palm Coast. Furthermore, City staff responsible for the administration of the CDBG program regularly coordinates with other City departments to identify

infrastructure projects which may qualify for CDBG funds.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

The activities identified in the FFY 2019 Action Plan are consistent with activities carried out in previous CDBG program years. The City does not anticipate any program income at this time. However, it should be noted that program income from the Neighborhood Stabilization Program (NSP) are to be administered as part of the CDBG program. Should any income from the NSP program come to the CDBG program it will be allocated to housing activities funded by the CDBG program.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

The overall benefit will cover the period from FFY 2017 to FFY 2021.

Annual Action Plan 2019	32
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# **Community Development Block Grant (CDBG)**

## **FFY 2019 (FY 2019/20) Annual Action Plan**

### **City Council Public Workshop/Public Hearing**

# **Presentation Outline**

**History & Background**

**Required Planning and Procedures (Consolidated, Strategic,  
Action)**

**Findings**

**Proposed Activities**

**Next Steps**

# CDBG Program – History & Background

**To receive funding, the following needs to be completed:**

## **Consolidated Plan –**

Document intended to provide a unified vision for community development actions to meet CDBG goals of decent housing, suitable living environment, & expanded economic opportunities

## **Strategic Plan –**

Plan covering 3 or 5 year period that describes how jurisdiction intends to provide services that address CDBG goals

# CDBG Program – History & Background

## **Annual Action Plan**

1 year plan describes actions to occur over the coming year.

## **Other documents:**

Analysis of Impacts to Fair Housing Choice (AI)

Comprehensive Annual Performance and Evaluation Report (CAPER) – end of year report

# CDBG Program – History & Background

Activities **must meet one** of the National Objectives of the Program:

- 1) Benefit low- and moderate-income persons or Area, or
- 2) Prevent or eliminate slum or blight, or
- 3) Address urgent community development needs  
(Declared Emergency).

# CDBG Program – History & Background

## CDBG Example Project/Programs

- Housing Related Activities
- Public Services (Limited to 15% of Grant allocation)
- Economic Development
- Infrastructure Improvement (In qualified area or LMI census tracts)
- Planning/Administration/Monitoring for Program (limited to 20% of allocation)

# CDBG Program – History & Background

CDBG funded activities in City:

- Infrastructure Project in LMI Area
- Financial Assistance to LMI Households for home-repair
- Youth services through recreational programs (e.g. summer camp, swim lessons)
- Senior services through Parks Dept.
- Public Service activities

# Annual Action Plan FFY 2019 – Proposed Allocation

## Continue with on-going activities:

- Continue homeowner repair assistance
- Continue with Recreation and Parks Department Senior/Youth activities (summer camp/swim lessons/other recreational activities/wellness program)
- Public service subrecipient assistance
- Program Administration, Planning

# Annual Action Plan FFY 2019 – Proposed Allocation

## **Comments from Citizens Advisory Task Force (June Public Workshop):**

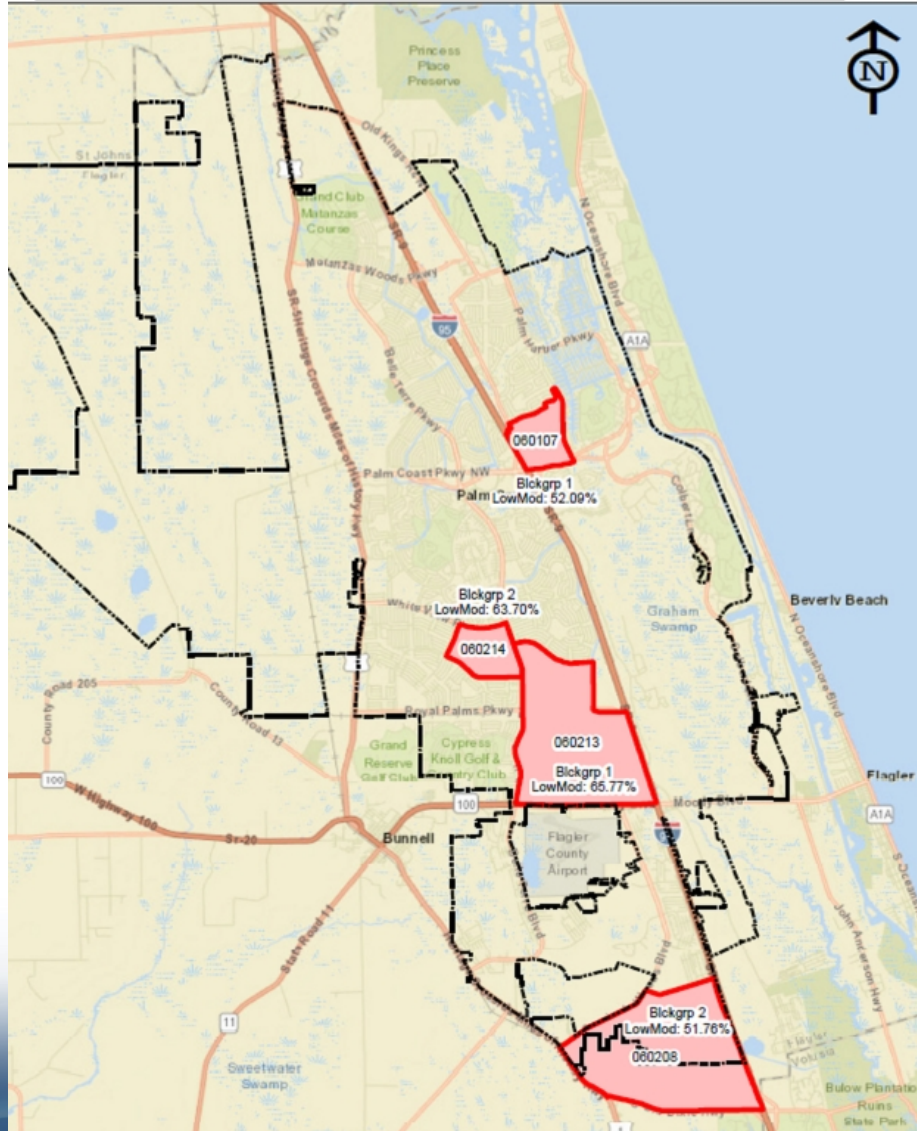
- Additional Funds to retain consultant to design public service grant program
- Distribute all identified funds for public service as quickly as possible

# Annual Action Plan FFY 2019 – Proposed Allocation

Activity	Proposed Allocation
Housing Program	\$404,711
<b>Public Service</b> (maximum 15% of allocation) Parks & Recreation Department Senior/Youth Services - \$55,000 Public Service Sub-recipient Assistance - \$18,184	\$73,184
<b>Planning, Administration, &amp; Monitoring</b> (maximum 20% of allocation)	\$10,000
<b>TOTAL ALLOCATION FOR FFY 2019</b> <b>(2019/20)</b>	<b>\$487,895</b>

# Annual Action Plan

**LOW-MODERATE INCOME AREAS BY BLOCK GROUP  
(2010-2015 5-YEAR AMERICAN COMMUNITY SURVEY)**



Updates Low-Moderate Income Census Tracts based on 2010-2015 5-Year American Community Survey.

# Annual Action Plan-Next Steps

- 30-day comment period (June - July) – **Complete**
- City Council Public Workshop (July)
- City Council Public Hearing (August)
- Action Plan Submittal to HUD (Aug. 15 Deadline)



# Questions?

## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6870	<b>Account</b>
		<b>#</b>
<b>Subject</b>	APPOINT A COUNCIL MEMBER AS THE VOTING DELEGATE TO THE 93RD ANNUAL FLORIDA LEAGUE OF CITIES (FLC) CONFERENCE	
<b>Background :</b>	The Florida League of Cities' Annual conference will be held on August 15 through August 17, 2019. Each year a Council Member is appointed as the voting delegate to attend the FLC annual conference.	
<b>Recommended Action :</b>	For Council consideration to appoint a voting delegate to attend the FLC annual conference.	



RECEIVED  
MAY 24 2019  
BY: *[Signature]*

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TO: Key Official

FROM: Michael Sittig, Executive Director *[Signature]*

DATE: May 13, 2019

SUBJECT: 93rd Annual FLC Conference  
VOTING DELEGATE INFORMATION  
August 15-17, 2019 – World Center Marriott, Orlando

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 15-17. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2018.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Eryn Russell at the League (850) 701-3616. **Voting delegate forms must be received by the League no later than August 9, 2019.**

Attachments: Form Designating Voting Delegate

---

President **Leo E. Longworth**, Mayor, Bartow

First Vice President **Isaac Salver**, Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz**, Commissioner, Orlando

Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

**93rd Annual Conference  
Florida League of Cities, Inc.  
August 15-17, 2019  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

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

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Eryn Russell  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax to Eryn Russell at (850) 222-3806 or email [erussell@flcities.com](mailto:erussell@flcities.com)

## **Important Dates**

### **May 2019**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Legislative Committee and Resolutions Committee

### **June 2019**

Appointment of Legislative Committee and Resolutions Committee Members

### **July 10th**

Deadline for Submitting Resolutions to the League office

### **August 15th**

Legislative Policy Committee Meetings  
Voting Delegates Registration

### **August 16th**

Legislative Committee and Resolutions Committee Meetings

### **August 17th**

Immediately Following Breakfast – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	Stormwater and Engineering	<b>Amount</b>	\$121,580.00
<b>Item Key</b>		<b>Account</b>	54029083-063000-82007
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CPH, INC. FOR PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR EXPANSION OF WASTEWATER TREATMENT PLANT 2		
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b> This item was heard by City Council at their July 30, 2019 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b> Wastewater Treatment Plant 2 is rated to treat a maximum of 2 Million Gallons per Day (MGD) to advanced wastewater treatment standards and is expandable to 6.0 MGD in 2 MGD increments. Based on the latest Wastewater Capacity Analysis Report prepared by utility staff and on the Florida Department of Environmental Protection (FDEP) regulations, the City needs to begin the process to design additional wastewater treatment capacity to meet future demands.  The City plans to apply for a Clean Water State Revolving Fund (CWSRF) loan to assist in financing the design of the expansion. A Request for Inclusion (RFI) will be submitted as soon as possible to the FDEP. A public meeting is scheduled August 14, 2019, at which time the FDEP will determine the projects approved for CWSRF funding. Additional documents are required for the loan application and will be submitted before the public meeting.  City staff recommends retaining CPH, Inc., to prepare the Wastewater Management Systems Facilities Plan, a Capital Financing Plan and the CWSRF loan application as required to secure a State Revolving Fund loan to fund the design of the WWTP 2 Expansion. Work will be performed on an hourly rate basis under the existing continuing services contract for a fee not-to-exceed \$121,580.00. Funds for the design are budgeted in the Utility 5-Year Capital Plan FY 19-20.			
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a work order with CPH, Inc.in the amount not-to-exceed \$121,580.00, for preliminary design and planning activities for expansion to Wastewater Treatment Plant #2.			

**RESOLUTION 2019  
WASTEWATER TREATMENT PLANT NO. 2 EXPANSION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH CPH INC., FOR THE PRELIMINARY DESIGN AND PLANNING ACTIVITIES FOR THE WASTEWATER TREATMENT PLANT NO. 2 EXPANSION, IN AMOUNT NOT TO EXCEED \$121,780.00; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, CPH, Inc., has expressed a desire to perform engineering services for the Preliminary Design and Planning Activities for the Expansion of Wastewater Treatment Plant No. 2; and

**WHEREAS**, the City Council of the City of Palm Coast desires for CPH, Inc., to provide for the Preliminary Design and Planning Activities for the Wastewater Treatment Plant No. 2 Expansion,

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with CPH, Inc. for the Preliminary Design and Planning Activities for the Wastewater Treatment Plant No. 2 Expansion,

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 6th day of August 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Approved as to form and legality

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



## **SCOPE OF SERVICES**

### **City of Palm Coast Wastewater Treatment Plant No.2 Expansion**

#### **SRF Design Loan Application and Management**

**June 19, 2019**

## **BACKGROUND**

The City of Palm Coast (City) Wastewater Treatment Plant (WWTP) No.2 was recently constructed and put into operation in June 2018. The WWTP No.2 utilizes the membrane bioreactor (MBR) treatment process to treat the wastewater to meet advanced wastewater treatment standards, with a rated capacity of 2.0 million gallons per day (MGD), expandable to 6.0 MGD. The CITY's projected growth indicates that the capacity of WWTP No.2 will be exceeded within the next 3-5 years. The CITY needs to start the planning on expanding WWTP No.2 to 4.0 MGD to meet the future treatment demands.

The CITY desires to obtain the Clean Water State Revolving Fund (CWSRF) loan to fund the design of the WWTP No.2 expansion. In order to be included in the 2019 SRF Priority List Public Meeting on August 14, 2019, the Request for Inclusion (RFI) on the CWSRF Priority List shall be submitted to FDEP as soon as possible. Meanwhile, all the other required planning documents for the loan application shall be submitted at least 45 days before the public meeting.

## **SCOPE OF SERVICES**

This proposal is prepared to assist the CITY in the CWSRF design loan application with the following tasks:

### **Task 1 Planning Documents**

#### **1.1 Facilities Plan**

The CONSULTANT shall update the CITY of Palm Coast Wastewater Management System Facilities Plan (Plan) dated February 2015 to address the existing condition and proposed expansion. The Plan shall include the evaluation of alternatives, cost comparison of alternatives and the selected alternative for implementation. The Plan shall present detailed cost estimate for the proposed project. The CONSULTANT shall assist the CITY in preparing and adopting the Resolution for CITY adoption and approval of the Plan. The CONSULTANT shall attend the CITY Council Workshops and meetings related to adopting the Resolution if required.

#### **1.2 Financial Feasibility Study & Capital Financing Plan**

PRMG, Inc., the sub-consultant of the CONSULTANT, shall conduct a Financial Feasibility Study and prepare the Capital Financing Plan. The Capital Financial Plan shall identify revenues to be dedicated to paying back the SRF loan and address the existing and proposed



user charge system. The CONSULTANT shall coordinate with PRMG during the preparation of the Financial Feasibility Study for the design loan application. The detailed scope of services that PRMG will perform is attached as **Appendix A** (phase 1).

### **1.3 Implementation Schedule**

The CONSULTANT shall develop a project schedule including design, SRF loan approval process including hearings for approval and loan agreement approval, bidding, and construction of the WWTP No.2 expansion.

#### **Task 2 SRF Design Loan Application**

The CONSULTANT shall prepare and submit the SRF Loan application for design of the WWTP No.2 expansion to FDEP, along with all the supporting documents. The CONSULTANT shall assist the CITY in preparing the Resolution for the design SRF Loan application, including the “Legal Opinion on Pledged Revenue” Resolution and the Loan Resolution. The CONSULTANT shall review the draft loan agreement and provide comments to the CITY. The CONSULTANT shall attend the CITY Council Workshops and Meetings related to the adoption of the Resolutions.

#### **Task 3 SRF Design Loan Coordination and Management**

The CONSULTANT shall assist the CITY in complying with SRF loan requirements set forth in the loan agreement and preparing the FDEP SRF disbursement request packages. The CONSULTANT shall submit the package to the CITY for review, make revisions requested by CITY, collect signatures from the CITY representative, and submit the final copy to FDEP. The CONSULTANT shall assist the CITY in addressing all the comments and questions the FDEP may have. The CONSULTANT shall assist the CITY in providing the loan close out documents at the end of the project.

### **FEE AND COMPENSATIONS**

The CONSULTANT proposes to provide the engineering services (Tasks 1 – 3) described above for a not-to exceed fee of \$121,580.00. The proposed fee includes reimbursable expenses and sub-consultant fees. The CONSULTANT will bill the CITY based on the actual hours and expenses incurred and the total amount billed will not exceed the above not-to-exceed amount unless authorized by the CITY. The detailed break downs of the fee estimation are presented in **Appendix B**. The proposed fee of each task is summarized as follows:

<b>Task #</b>	<b>Description</b>	<b>Cost</b>
Task 1	Planning Documents	\$78,510.00
Task 2	SRF Design Loan Application	\$9,010.00
Task 3	SRF Design Loan Coordination and Management	\$34,060.00
<b>Total</b>		<b>\$121,580.00</b>

**Appendix A Public Resources Management Group, Inc.  
Letter Agreement to Provide Financial Services - State  
Revolving Fund Loan Applications (Phase 1)**



**Public Resources Management Group,  
Inc.**

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*Utility, Rate, Financial and Management  
Consultants*

February 15, 2019

Mr. David A. Gierach, P.E.  
President  
CPH, Inc.  
P.O. Box 2808  
Sanford, FL 32772-2808

Subject: **Letter Agreement to Provide Financial Services - State Revolving Fund Loan Applications**

Dear Mr. Gierach:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this letter proposal to CPH, Inc. (CPH) to provide subconsulting services on behalf of the City of Palm Coast (the "City") associated with assisting in the preparation of two State Revolving Fund (SRF) loan applications on behalf of the City's water and wastewater utility system (the "System"). Based on our understanding of the City's needs, PRMG proposes to update the most recently completed financial forecast (the "Water and Wastewater Revenue Sufficiency and Capital Facilities Fees Study") dated August 15, 2018, to reflect current and changed conditions in order to prepare the capital financial plan component of the two separate SRF loan applications and preparing for and attending the presentation to the City Council of the findings of the capital finance plans as required by the Florida Department of Environmental Protection (FDEP). The two separate loan applications relate to: i) a SRF Loan application for the design of the City's proposed wastewater facilities expansion; and ii) a separate SRF Loan application for the construction of the City's proposed wastewater facilities expansion.

#### **PROJECT TEAM AND BILLING RATES**

With respect to the performance of this engagement, Robert J. Ori will be the principal-in-charge and will be the primary contact with the City and CPH. Other analysts and administrative personnel will be utilized during the course of the engagement as needed. Attachment A summarizes the direct labor hourly billing rates relative to this engagement which is made part of this proposal.

#### **SCOPE OF SERVICES**

The scope of services to be performed by PRMG relative the Project is included herein as Attachment B which is made part of this proposal.

## COMPENSATION AND BILLING

Initial budget consists of two phases which include: i) preparation of the capital finance plan component of the SRF Loan application for the design of the City's proposed wastewater facilities expansion; and ii) preparation of the capital finance plan component of the SRF Loan application for the construction of the City's proposed wastewater facilities expansion. The contract budget for each phase of the project is summarized below with a combined contract budget not to exceed \$27,700; reference Attachment B for billing rates.

	Contract Amount
Phase 1 – Preparation of SRF Capital Finance Plan - Design	<u>\$13,850</u>
Phase 2 – Preparation of SRF Capital Finance Plan - Construction	<u>13,850</u>
Total Phases 1 and 2	<u>\$27,700</u>

This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by PRMG as well as an allowance for other direct costs such as travel, telephone, delivery charges and subconsulting expenses, if any. The costs incurred by PRMG for such other direct costs, if any, would be billed to CPH based on the standard rate for the recovery of such costs as identified in Attachment A. It is proposed that PRMG would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses required to assist in Project completion, as adjusted for administrative costs per Attachment A. It is not anticipated that any subconsultants would be required to assist PRMG in the completion of the Project. To the extent that PRMG determines that a portion of the Project would need to be performed by a subconsultant, PRMG would notify CPH in writing for approval prior to the assignment of any Project responsibilities to such subconsultant by PRMG.

It should be noted that the proposed contract budget would be billed on an hourly basis predicated on the actual work effort performed by PRMG and not on a lump-sum basis. To the extent that the Project were completed at a cost less than the contract budget, PRMG would not invoice CPH for any amounts remaining (unbilled) on such contract except for the provision of any additional services which CPH may request from PRMG, as mutually agreed between the two parties.

## PROJECT SCHEDULE

Upon notification to proceed as provided by CPH, PRMG would complete the Project within a reasonable time frame (e.g., 180 days) for presentation to the City Council at a public hearing, the date of which has yet to be determined. The completion of the analysis would be subject to the availability of information provided to PRMG from the City that would be necessary to conduct our rate study update analysis.

Mr. David A. Gierach, P.E.  
CPH, Inc.  
February 15, 2019  
Page 3

## **FINANCIAL ADVISOR QUALIFICATION**

In the preparation of the scope of services as set forth in this Agreement, to the extent that PRMG may need to rely upon certain assumptions regarding the financing of future capital improvements using external sources of funds such as the issuance of debt, these assumptions shall be developed in conjunction with the City staff and/or the City's Municipal Financial Advisor. The use of such capital financing assumptions, if any, is solely for water and wastewater rate and financial planning purposes identified in this scope of services and should not be interpreted as advice regarding the ultimate sizing, timing, and the cost of debt capital. These debt-related variables are subject to market conditions, as well as the City's credit rating at the time of issuance, and advice regarding such terms and conditions shall only be provided by the City's registered Municipal Financial Advisor. As such, the actual terms and conditions associated with the issuance of any future debt may vary from the assumptions used in performing the scope of services prepared pursuant to this Agreement.

Based on the foregoing, in accepting this Agreement, CPH expressly acknowledges that PRMG is not a "Municipal Advisor" as defined under Section 15B(e)(4)(A) of the Exchange Act as amended by the Dodd- Frank Act and thus is not providing advice with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms and conditions and other similar matters concerning financial products or issues.

If this proposal is acceptable to both the City and CPH, please prepare a subconsultant agreement or necessary contract documents between our two firms that incorporates the scope of work and other components of this proposal. Once we receive the executed documents, we will consider this as our notice to proceed on the project. We appreciate the opportunity to provide the utility consulting services to CPH on behalf of the City and look forward to working with both CPH and the City on this Project in the near future.

Very truly yours,

**Public Resources Management Group, Inc.**

Robert J. Ori  
President

Attachments

## ATTACHMENT A

### CITY OF PALM COAST, FLORIDA STATE REVOLVING FUND LOAN APPLICATION - FINANCIAL SERVICES

#### PUBLIC RESOURCES MANAGEMENT GROUP, INC. SCHEDULE OF DIRECT LABOR HOURLY RATES AND COST RATES

##### DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$210.00
Associate	\$180.00
Managing Consultant	\$165.00
Supervising Consultant	\$145.00
Senior Consultant	\$130.00
Rate Consultant	\$120.00
Consultant	\$110.00
Senior Rate Analyst	\$100.00
Rate Analyst	\$ 90.00
Analyst	\$ 80.00
Assistant Analyst	\$ 70.00
Administrative Support Staff	\$ 60.00

[\*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

##### STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%

[\*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above

## **ATTACHMENT B**

### **CITY OF PALM COAST, FLORIDA STATE REVOLVING FUND LOAN APPLICATION - FINANCIAL SERVICES**

#### **SCOPE OF SERVICES**

The following represents the scope of services to be performed by Public Resources Management Group, Inc. (PRMG) as it relates to providing financial services associated with the preparation of the capital finance plans associated with the preparation of the two State Revolving Loan Fund (SRF) applications on behalf of the City of Palm Coast, Florida (the "City"). The preparation of the capital finance plans will include the update of the financial forecast recently prepared for the City (the "Water and Wastewater Revenue Sufficiency Study") dated August 15, 2018, to encompass the planning phase required by the FDEP SRF Loan application and the preparation of all of the forms and corresponding analytical work papers / calculation considered necessary to support the financial forecast contained in the application. PRMG will prepare the Capital Finance Plan schedules contained in the two separate applications. For the purposes of developing the contract budget it has been assumed that PRMG will develop one update financial forecast that will be used to prepare both SRF Loan applications, therefore the tasks listed below are assumed to be related to each loan application equally and have not be repeated for each loan application. The tasks included in the scope of services are described below:

*Task 1 - Data Acquisition and Review:* PRMG will prepare a data request to assimilate updated statistical and financial information from the City. Data that will be requested includes: i) financial data such as adopted and proposed budgets, recent historical operating results, and updated customer statistics; and ii) other information as deemed necessary by PRMG to adequately complete the loan applications.

*Task 2 – Development of Historical Presentation:* Working with the City, PRMG will prepare the historical operating results section of the Capital Finance Plans which will include the Fiscal Year 2018 as the most recent fiscal year. The basis for the historical financial presentation will also be recognized in the development of the projected financial forecast presented in the Capital Finance Plans.

*Task 3 – Development of Financial Projections:* PRMG will update the customer and financial operating projections originally prepared for inclusion in the Water and Wastewater Revenue Sufficiency Study. The updated customer and financial projections since the last study will focus on: i) any significant change in customer growth and water use / sewer flow patterns; ii) material changes to operations and maintenance expenses; and iii) changes to the City's Capital Improvement Program (both timing and amount) since PRMG last performed the analysis. PRMG will prepare a five-year projection of the revenue requirements of the utility system in accordance with the requirements of the SRF loan application using current budgetary information as the basis for projections. The net effect of this task is to develop target expenditure requirements sufficient to meet the rate covenants requirements as outlined by the Florida Department of Environmental Protection (FDEP) as a prerequisite of SRF loan approval.

*Task 4 – Preparation of SRF Capital Finance Plans:* PRMG will prepare the necessary documentation as required by the FDEP in support of developing the SRF Capital Finance Plans. Information to be prepared for inclusion in the Capital Finance Plans will include: i) recent historical operating results for the utility system; ii) disclosure of existing and proposed indebtedness where utility revenues are the pledged repayment source; iii) preparation of five-year financial projections; and iv) other required information. Such information will be provided to the City’s consulting engineers for inclusion in the comprehensive SRF loan submittal.

*Task 5 – Attendance of Public Hearings*

**Phase 1 - Design Related SRF Loan**

PRMG will attend one (1) public hearing to present the results of the Design related Capital Finance Plan to the City Council.

Two specific deliverables will be provided:

Deliverable 1 – At the conclusion of Task 3, the financial component of the capital finance plan related to the Design SRF Loan Application.

Deliverable 2 – Concurrent with Task 4, a presentation document to present the capital finance plan related to the Design SRF Loan Application to the City Council.

**Phase 2 - Construction Related SRF Loan**

PRMG will attend one (1) public hearing to present the results of the Construction related Capital Finance Plan to the City Council.

Two specific deliverables will be provided:

Deliverable 1 – At the conclusion of Task 3, the financial component of the capital finance plan related to the Construction SRF Loan Application.

Deliverable 2 – Concurrent with Task 4, a presentation document to present the capital finance plan related to the Design Construction Loan Application to the City Council.

**MEETINGS**

During the course of this engagement, it is anticipated that PRMG will attend a total of four (4) meetings, have been assumed which consist of the following:

- One (1) kickoff and data collection meeting with City staff;
- One (1) meeting to review the results with City staff; and
- Two (2) meetings to present the plans to the City Council.

Attendance of those meetings will be by not more than two (2) employees of PRMG; the attendance of any additional meetings will be considered as an additional service.

### ***ADDITIONAL SERVICES***

During the course of the study, the City may request additional services from PRMG. Such services will not be conducted until authorized by the City or CPH as mutually agreed between the City, CPH, and PRMG. Billing for such additional services based on the hourly rate schedule of PRMG members as shown in this Letter of Agreement or some other basis as mutually agreed between the City, CPH, and PRMG. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings in addition to what is contemplated in the scope of services.
2. Delays in the project schedule which are at no fault of PRMG, which may have impacts on analyses performed and which would affect the budget for the scope of services reflected herein.

**ATTACHMENT C**

**City of Palm Coast, Florida**

**Cost Estimate Associated With SRF Capital Finance Plan for Design and Construction Loans Associated with Wastewater Treatment Facilities**

Line No.		Task Ref.	Principal	Supervising Consultant	Rate Analyst	Clerical and Administration	Totals
1	<b>Direct Labor Rates</b>		\$ 210.00	\$ 145.00	\$ 90.00	\$ 60.00	
	Phase 1 and Phase 2 Activities						
	Preparation of Capital Finance Plan for Two Separate SRF Loan Applications (Design and Construction)						
2	Data Acquisition and Review	1	2	2	2	2	8
3	Development of Historical Presentation	2	2	4	12		
4	Development of Financial Projections	3	8	32	48	-	88
5	Preparation of SRF Capital Finance Plan	4	4	6	12	8	30
6	Attendance of Public Hearing (Design SRF Loan Application) - Presentation Document	5	2	4	-	2	8
7	Meetings (three on-site meetings)						
8	Kickoff and Data Collection meeting with City Staff (one meeting)		6	6	-	-	12
9	Meeting with City Staff to Review Results (one meeting)		6	6	-	-	12
10	City Council Workshop and Public Hearing (Design SRF Loan) (one meeting)		6	6	-	-	12
11	City Council Workshop and Public Hearing (Construction SRF Loan) (one meeting)		6	6	-	-	12
12	Project Management	All	2	-	-	2	4
13	Total Hours		44	72	74	14	186
14	Direct Labor Cost		\$ 9,240	\$ 10,440	\$ 6,660	\$ 840	\$ 27,180
15	Average Hourly Rate						\$ 146.13
	<b>Other Direct Costs</b>						
16	Mileage @ \$0.58 Per Mile - 140 Miles Roundtrip; 4 Trips						\$ 325
17	Other (e.g., Telephone, Other Miscellaneous Travel Costs, Delivery Charges)						100
18	Miscellaneous Allowance and Fee Rounding						95
19	Total Other Direct Costs						\$ 520
20	Total Estimated Total Project Cost						\$ 27,700
21	Project Costs Applicable to Phase 1 - Capital Finance Plan Related to Design						\$ 13,850
22	Project Costs Applicable to Phase 2 - Capital Finance Plan Related to Construction						\$ 13,850

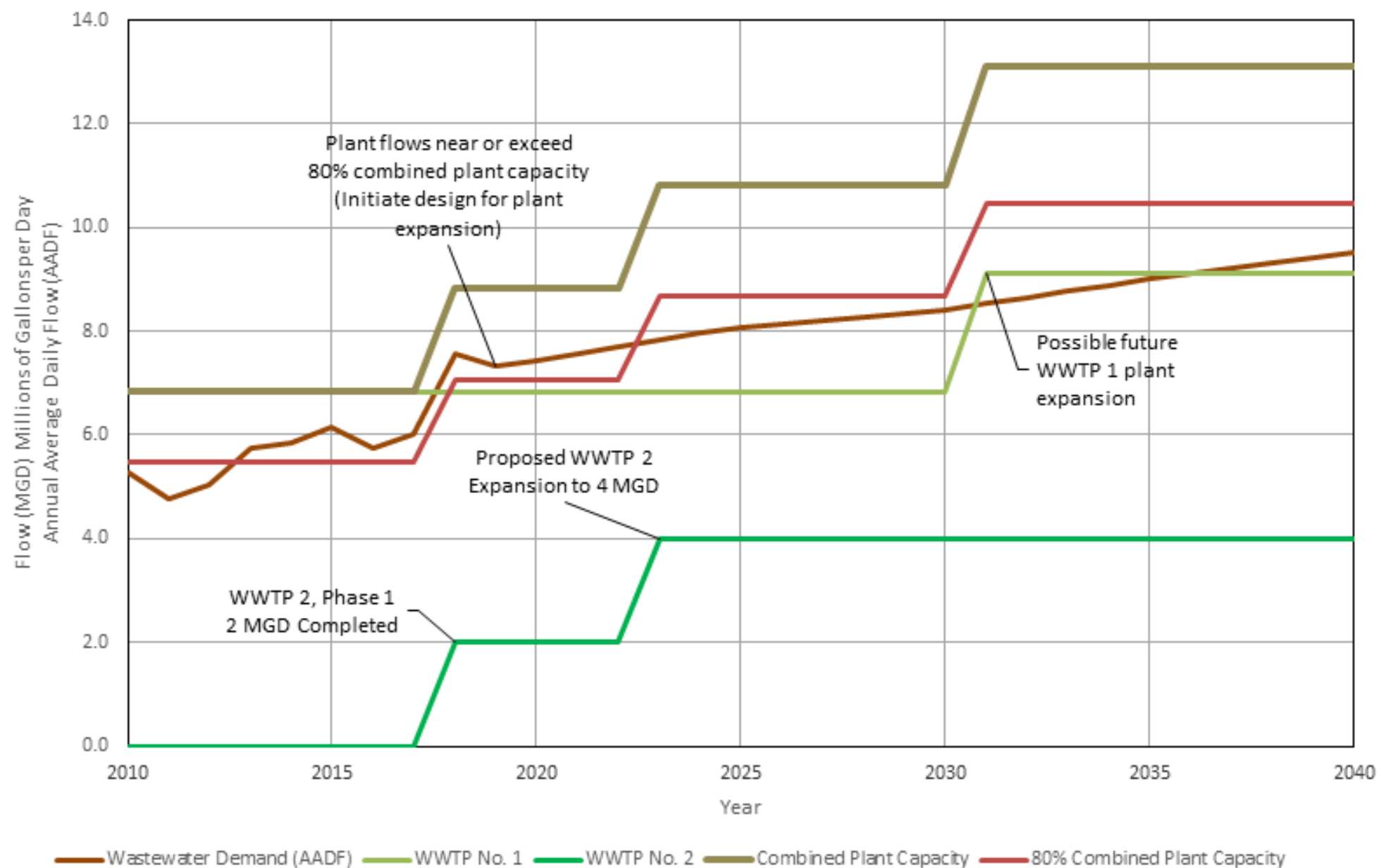
## **Appendix B Palm Coast WWTP No.2 Expansion Design Loan Application - Scope of Services and Fee Breakdowns**



**Palm Coast WWTP No.2 Expansion - Design Loan Application and Management**  
**Scope of Services & Fee Schedule**  
**Date: June 2019**

TASK ITEM	DESCRIPTION	Principal	Sr. Project Manager	Project Manager	Project Engineer	Senior Design Technician	Clerical	Sub-Consultant	Estimated Expenses	Cost by Task
	<b>Hourly Rates</b>	<b>\$190.00</b>	<b>\$180.00</b>	<b>\$160.00</b>	<b>\$120.00</b>	<b>\$105.00</b>	<b>\$60.00</b>			
<b>Task 1</b>	Planning Documents									
	1.1 Facilities Plan	4	40	80	250	20	40			\$55,260.00
	1.2 Financial Feasibility Study & Capital Financing Plan	2	40					\$13,850.00		\$21,430.00
	1.3 Implementation Schedule	2	8							\$1,820.00
<b>Task 2</b>	SRF Design Loan Application	8	40				4		\$50.00	\$9,010.00
	<b>Sub-total Tasks 1&amp;2</b>	<b>16</b>	<b>128</b>	<b>80</b>	<b>250</b>	<b>20</b>	<b>44</b>		<b>\$50.00</b>	<b>\$87,520.00</b>
<b>Task 3</b>	SRF Design Loan Coordination and Management	4	80	20	120		20		\$100.00	\$34,060.00
	<b>Sub-total Task 3</b>	<b>4</b>	<b>80</b>	<b>20</b>	<b>120</b>		<b>20</b>		<b>\$100.00</b>	<b>\$34,060.00</b>
<b>Total (Tasks 1- Task 4)</b>		<b>20</b>	<b>208</b>	<b>100</b>	<b>370</b>	<b>20</b>	<b>64</b>	<b>0</b>	<b>150</b>	<b>\$121,580.00</b>

## City of Palm Coast Wastewater Daily Demand vs. Treatment Plant Capacity



## City of Palm Coast, Florida Agenda Item

Agenda Date: 08/06/2019

Department Item Key	CITY CLERK	Amount Account
Subject	RESOLUTION 2019-XX PURCHASE AND SALE CONTRACTS WITH MORRIS M. GROSS FOR SURPLUS LANDS 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE	
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b> This item was heard by City Council at their July 30, 2019 Workshop. There were no changes suggested to this item.		
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b> The City acquired 79 Rolling Sands Drive in 2003 and 20 Woodstone Lane in 2019 through code enforcement foreclosure actions. The City wishes to dispose of these properties. The properties were advertised, sealed bids were received, one for each property, from one bidder deemed responsive and responsible. Mr. Morris Gross submitted his bids for \$21,000 per property.  The proposed contract attached has been provided to Mr. Gross for his acceptance and signature.		
<b>Recommended Action :</b> Approve Resolution 2019-XX Purchase of Sale Contracts with Morris M. Gross for Surplus Lands.		

**RESOLUTION 2019-\_\_\_\_\_**  
**PURCHASE AND SALE CONTRACTS WITH**  
**MORRIS M. GROSS FOR SURPLUS LANDS**  
**79 ROLLING SANDS DRIVE**  
**20 WOODSTONE LANE**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACTS FOR PURCHASE AND SALE OF SURPLUS LANDS WITH MORRIS M. GROSS FOR 79 ROLLING SANDS DRIVE AND 20 WOODSTONE LANE; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City acquired 79 Rolling Sands Drive in 2003 and 20 Woodstone Lane in 2019 through code enforcement foreclosure actions; and

**WHEREAS**, the City of Palm Coast desires to dispose of its' surplus lands at 79 Rolling Sands and 20 Woodstone Lane;

**WHEREAS**, in accordance with City policies, the City solicited bids for the disposal of surplus lands and desires to sell the surplus lands as mentioned above to the only bidder, Morris M. Gross.

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

**SECTION 1. APPROVAL OF THE CONTRACTS FOR SALE AND PURCHASE.**

The City Council hereby approves the terms and conditions of the Contracts for Sale and Purchase with Morris M. Gross of 79 Rolling Sands Drive and 20 Woodstone Lane, 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 Contracts 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 6th day of August 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Approved as to form and legality

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

Attachments:

Exhibit A – Contracts for Purchase and Sale of Property with Morris M. Gross

## **CONTRACT FOR PURCHASE AND SALE**

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made by and between the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as "**Seller**"), with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, and **MORRIS M. GROSS**, a single man, ("**Buyer**") with a principal address of 4 Point Place, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

### **ARTICLE I - PROPERTY**

The real property (the "**Property**") which is the subject matter of this Contract is Parcel Id. 07-11-31-7032-00660-0620, and is more particularly described as follows:

**Lot 62, Block 66, of Palm Coast, Map of Royal Palms, Section 32 as recorded in Map Book 10, Page 62, of the Public Records of Flagler County, Florida.**

Address: 79 Rolling Sands Drive, Palm Coast, FL 32164

### **ARTICLE II - PURCHASE PRICE**

**Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Twenty-One Thousand and 00/100 (\$21,000.00).

**Deposit.** Buyer has deposited with Seller the sum of One Hundred and 00/100 Dollars (\$100.00), (the "Deposit"), which shall apply to the Purchase Price at closing. If Buyer fails to close and has no legal basis to justify such failure, then Seller shall retain the Deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy for breach by Buyer of this Contract.

### **ARTICLE III - CLOSING AND CLOSING DATE**

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before September 15, 2019.

### **ARTICLE IV - TERMS AND CONDITIONS**

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer may, at Buyer's expense and within thirty (30) days

from the Effective Date, obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy (the "**Title Insurance Company**") in the amount equal to the Purchase Price, naming Buyer as the proposed insured. The Property is being conveyed by Quit Claim Deed with no warranties. Buyer shall accept the title "as is" and the Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2016. Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Quit Claim Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Place of Closing.** Closing shall be held at the office of the Title Agent or such other location as is mutually agreed upon by Buyer and Seller.

4.5. **Documents for Closing.** Title Agent shall prepare the deed, the closing statement, and any other instruments that may be required in connection with Closing.

4.6. **Expenses.** Buyer shall pay all closing costs, including state documentary tax on the deed, recording the deed and all corrective documents needed to complete the transaction, all fees and expenses arising from or associated with the title insurance and the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender, and any settlement fees charged by the Title Agent.

4.7. **Proration of Taxes.** The Seller is exempt from property taxes, therefore the taxes will not be prorated, and Buyer is responsible for payment of any taxes due for the current year.

4.8. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.9. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this

Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.10. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.11. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.12 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: City of Palm Coast  
Attn: Matthew Morton, City Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
Tel: 386-986-3702  
Fax: 386-986-3703

Copy to: William E. Reischmann, Jr., Esq.  
City Attorney  
Garganese, Weiss, D'Agresta & Salzman, P.A.  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801  
Tel: 407-425-9566  
Fax: 407-425-9596

To Buyer: Morris M. Gross  
4 Point Place  
Palm Coast, FL 32164  
Tel: 386-437-7058

4.13. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by

Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.14. **Right of Inspection.** Buyer shall have thirty (30) days from the Effective date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. Buyer, its agents, employees and representatives, may have access to the Property at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder. Each party shall keep confidential the results of all financial statements, reports or other information provided to or generated by the other party and will not disclose any such information to any person other than: (i) those employed by Buyer or Seller, respectively; (ii) those who are actively and directly participating in the evaluation of the Property and the negotiation in the evaluation of the Property and the negotiation and execution of this Contract or financing of the purchase of the Property; (iii) governmental, administrative, regulatory or judicial authorities with respect to the investigation of the compliance of the Property with applicable legal requirements; and (iv) as required by law or court order; provided, however, that the party required to disclose by law or court order shall immediately give the other party notice in order to enable the other party to seek a protective order from such disclosure. The provisions of this Section 4.14 shall survive the Closing or earlier termination of this Contract.

If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations

under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair or damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted hereon, Buyer accepts the physical condition of the Property and any violations of governmental, building, environmental, and safety codes, restrictions, or requirements.

4.15. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

#### **ARTICLE V - SPECIAL CONDITIONS**

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this Contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by the City Council of the City of Palm Coast at a public meeting, pursuant to § 166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Intended Use of the Property.** The parties acknowledge that Buyer intends to use the Property for residential purposes.

5.3. **Brokerage.** Both parties agree that Buyer and Seller hereby represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through

or under said party.

**5.4. Purchase “AS-IS” – Seller Representations.**

(a) BUYER ACKNOWLEDGES THAT HE HAS HAD, OR SHALL HAVE PRIOR TO SETTLEMENT, AMPLE OPPORTUNITY TO INVESTIGATE ALL ASPECTS OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE CONVEYED TO BUYER ON AN “AS IS, WHERE IS” BASIS AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT (INCLUDING ANY VOLUNTARY CURE ITEMS AS MAY BE UNDERTAKEN BY SELLER), WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT OR REPRESENTATIVE OF SELLER CONCERNING: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY WISH TO CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THEIR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES AT, UNDER OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE ASSETS OR THE PROPERTY.

(b) WITHOUT LIMITING THE PROVISIONS OF PARAGRAPH 5.4(a) ABOVE BUT SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, BUYER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (AND ALL PARTIES CLAIMING BY OR THROUGH BUYER) HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER AND ITS OFFICERS, EMPLOYEES, MANAGERS, AND AGENTS FROM ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS"), WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE, WHETHER ARISING BASED ON EVENTS THAT OCCURRED BEFORE, DURING, OR AFTER SELLER'S PERIOD OF OWNERSHIP OF THE PROPERTY AND WHETHER BASED ON THEORIES OF INDEMNIFICATION, CONTRIBUTION OR OTHERWISE. THE RELEASE SET FORTH HEREIN DOES NOT APPLY TO (1) ANY CLAIMS ARISING FROM SELLER'S FRAUD OR (2) ANY COVENANT, INDEMNITY OR WARRANTY EXPRESSLY MADE BY SELLER IN ANY DOCUMENT DELIVERED BY SELLER TO BUYER AT SETTLEMENT.

(c) BUYER REPRESENTS AND WARRANTS TO SELLER THAT (A) BUYER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; (B) BUYER IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE SALE CONTEMPLATED BY THIS CONTRACT; (C) BUYER IS SOPHISTICATED, KNOWLEDGEABLE AND EXPERIENCED IN THE PURCHASE, OWNERSHIP AND SALE OF COMMERCIAL REAL ESTATE AND IS FULLY ABLE TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION; AND (D) BUYER HAS CONDUCTED (OR WILL HEREAFTER CONDUCT) OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO SETTLEMENT ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

\_\_\_\_\_  
Buyer's Initials

5.5. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder or written consent of the Buyer.

5.6. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered  
in the presence of:*

\_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_

\_\_\_\_\_  
(print name)

**BUYER:**

\_\_\_\_\_  
Morris M. Gross

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

*Signed, sealed and delivered  
in the presence of:*

\_\_\_\_\_

(print name)

\_\_\_\_\_

(print name)

SELLER:

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Matthew Morton, City Manager

**ATTEST:**

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

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

## **CONTRACT FOR PURCHASE AND SALE**

THIS CONTRACT FOR PURCHASE AND SALE ("Contract") is made by and between the **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, (hereinafter referred to as "**Seller**"), with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, and **MORRIS M. GROSS**, a single man, ("**Buyer**") with a principal address of 4 Point Place, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

### **ARTICLE I - PROPERTY**

The real property (the "**Property**") which is the subject matter of this Contract is Parcel Id. 07-11-31-7027-00100-0060, and is more particularly described as follows:

**Lot 6, Block 10, Palm Coast Map of Wynnfield Section 27, a subdivision according to the plat thereof recorded at Map Book 9, Pages 36 through 50, in the Public Records of Flagler County, Florida.**

Address: 20 Woodstone Lane, Palm Coast, FL 32164

### **ARTICLE II - PURCHASE PRICE**

**Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Twenty-One Thousand and 00/100 (\$21,000.00).

**Deposit.** Buyer has deposited with Seller the sum of One Hundred and 00/100 Dollars (\$100.00), (the "Deposit"), which shall apply to the Purchase Price at closing. If Buyer fails to close and has no legal basis to justify such failure, then Seller shall retain the Deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy for breach by Buyer of this Contract.

### **ARTICLE III - CLOSING AND CLOSING DATE**

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before September 15, 2019.

### **ARTICLE IV - TERMS AND CONDITIONS**

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer may, at Buyer's expense and within thirty (30) days from

the Effective Date, obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy (the "**Title Insurance Company**") in the amount equal to the Purchase Price, naming Buyer as the proposed insured. The Property is being conveyed by Quit Claim Deed with no warranties. Buyer shall accept the title "as is" and the Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2016. Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Quit Claim Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Place of Closing.** Closing shall be held at the office of the Title Agent or such other location as is mutually agreed upon by Buyer and Seller.

4.5. **Documents for Closing.** Title Agent shall prepare the deed, the closing statement, and any other instruments that may be required in connection with Closing.

4.6. **Expenses.** Buyer shall pay all closing costs, including state documentary tax on the deed, recording the deed and all corrective documents needed to complete the transaction, all fees and expenses arising from or associated with the title insurance and the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender, and any settlement fees charged by the Title Agent.

4.7. **Proration of Taxes.** The Seller is exempt from property taxes, therefore the taxes will not be prorated, and Buyer is responsible for payment of any taxes due for the current year.

4.8. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.9. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this

Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.10. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.11. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.12 **Notices.** Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

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Attn: Matthew Morton, City Manager  
160 Lake Avenue  
Palm Coast, FL 32164  
Tel: 386-986-3702  
Fax: 386-986-3703

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(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

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provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted hereon, Buyer accepts the physical condition of the Property and any violations of governmental, building, environmental, and safety codes, restrictions, or requirements.

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5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this Contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by the City Council of the City of Palm Coast at a public meeting, pursuant to § 166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Buyer acknowledges the Seller has a Municipal Lien for Utility Fees which was recorded on April 2, 2013, in O.R. Book 1931, Page 270, upon the Property, and Buyer agrees to pay the sum of **\$1,437.84** at closing to satisfy the lien. Upon payment, the Seller agrees to release the lien at closing.

5.2. **Intended Use of the Property.** The parties acknowledge that Buyer intends to use the Property for residential purposes.

5.3. **Brokerage.** Both parties agree that Buyer and Seller hereby represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

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(a) BUYER ACKNOWLEDGES THAT HE HAS HAD, OR SHALL HAVE PRIOR TO SETTLEMENT, AMPLE OPPORTUNITY TO INVESTIGATE ALL ASPECTS OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE CONVEYED TO BUYER ON AN “AS IS, WHERE IS” BASIS AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT (INCLUDING ANY VOLUNTARY CURE ITEMS AS MAY BE UNDERTAKEN BY SELLER), WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT OR REPRESENTATIVE OF SELLER CONCERNING: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY WISH TO CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THEIR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES AT, UNDER OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE ASSETS OR THE PROPERTY.

(b) WITHOUT LIMITING THE PROVISIONS OF PARAGRAPH 5.4(a) ABOVE BUT SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, BUYER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS (AND ALL PARTIES CLAIMING BY OR THROUGH

BUYER) HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER AND ITS OFFICERS, EMPLOYEES, MANAGERS, AND AGENTS FROM ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS WHETHER THE SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS"), WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE IMPROVEMENTS WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE, WHETHER ARISING BASED ON EVENTS THAT OCCURRED BEFORE, DURING, OR AFTER SELLER'S PERIOD OF OWNERSHIP OF THE PROPERTY AND WHETHER BASED ON THEORIES OF INDEMNIFICATION, CONTRIBUTION OR OTHERWISE. THE RELEASE SET FORTH HEREIN DOES NOT APPLY TO (1) ANY CLAIMS ARISING FROM SELLER'S FRAUD OR (2) ANY COVENANT, INDEMNITY OR WARRANTY EXPRESSLY MADE BY SELLER IN ANY DOCUMENT DELIVERED BY SELLER TO BUYER AT SETTLEMENT.

(c) BUYER REPRESENTS AND WARRANTS TO SELLER THAT (A) BUYER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION; (B) BUYER IS REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THE SALE CONTEMPLATED BY THIS CONTRACT; (C) BUYER IS SOPHISTICATED, KNOWLEDGEABLE AND EXPERIENCED IN THE PURCHASE, OWNERSHIP AND SALE OF COMMERCIAL REAL ESTATE AND IS FULLY ABLE TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION; AND (D) BUYER HAS CONDUCTED (OR WILL HEREAFTER CONDUCT) OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO SETTLEMENT ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

\_\_\_\_\_  
Buyer's Initials

5.5. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder or written consent of the Buyer.

5.6. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered  
in the presence of:*

**BUYER:**

\_\_\_\_\_

\_\_\_\_\_

Morris M. Gross

\_\_\_\_\_  
(print name)

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

\_\_\_\_\_

\_\_\_\_\_  
(print name)

*Signed, sealed and delivered  
in the presence of:*

\_\_\_\_\_

(print name)

\_\_\_\_\_

(print name)

SELLER:

**CITY OF PALM COAST, FLORIDA**

By: \_\_\_\_\_  
Matthew Morton, City Manager

**ATTEST:**

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

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>	265,500.00
<b>Item Key</b>	6872	<b>Account</b>	54029082-063000-85002
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH 13 COMMERCE BLVD HOLDINGS, LLC FOR WASTEWATER IMPROVEMENTS		
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b> This item was heard by City Council at their July30, 2019 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b> The City of Palm Coast owns and operates an existing sanitary sewer pump station (referred to as CB-1), on a small 30'x60' parcel along Commerce Blvd near the intersection of Pine Lakes Pkwy. and Commerce Blvd. The City owned parcel is surrounded by a privately owned 3.87 acre parcel, located at 13 Commerce Blvd, which has a 40' wide City owned drainage easement along the east side of the property. The property is currently owned by Commerce Blvd Holdings, LLC.  Upgrades to the CB-1 station are needed as part of the upcoming sanitary sewer system improvements along Pine Lake Pkwy. This will reroute wastewater flows from that area to the new Wastewater Treatment Plant No. 2. In order to make improvements to the CB-1 station, the City needs to acquire additional property, since site is undersized with access constraints.  City staff contacted the owner of 13 Commerce Blvd property to inquire about purchasing some of the property, so that CB-1 could be expanded to a 100'x100' site. The owner was not interested in dividing the parcel, but was willing to sell the parcel in its entirety. The City had the property appraised and a Phase 1 environmental assessment performed.  Staff negotiated with the property owner to purchase the property for \$265,500.00 as outlined in the attached purchase and sale contract.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
<b>Utility Capital Project- 54029082-063000-85002</b>		<b>\$ 2,005,000.00</b>	
Total Expenses/Encumbered to date		\$ 1,028,891.63	
Pending Work Orders/Contracts		\$	
Current Contract		<u>\$ 265,500.00</u>	
<b>Balance</b>		<b>\$ 710,908.37</b>	
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving the Purchase and Sale Contract with 13 Commerce Blvd Holdings LLC for wastewater improvements.			

**RESOLUTION 2019-\_\_\_\_**  
**PURCHASE AND SALE CONTRACT**  
**13 COMMERCE BLVD HOLIDNGS LLC**  
**13 COMMERCE BOULEVARD**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE OF 13 COMMERCE BOULEVARD FROM 13 COMMERCE BLVD HOLDINGS LLC; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to purchase 13 Commerce Blvd from 13 Commerce Blvd Holdings LLC for upcoming sanitary sewer system improvements along Pine Lakes Parkway; and

**WHEREAS**, 13 Commerce Blvd Holdings LLC desires to sell 13 Commerce Blvd to the City for the above mentioned improvements.

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

**SECTION 1. APPROVAL OF THE CONTRACT FOR SALE AND PURCHASE.** The City Council hereby approves the terms and conditions of the Contract for Sale and Purchase with 13 Commerce Blvd Holdings LLC, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the 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 6th day of August 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Approved as to form and legality

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

Attachments:

Exhibit A – Contract for Sale and Purchase of Property with 13 Commerce Blvd  
Holdings LLC

## **CONTRACT FOR PURCHASE AND SALE**

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **COMMERCE BLVD HOLDINGS LLC**, a Florida limited liability company (hereinafter referred to as "**Seller**"), with a principal address of c/o AMREP Corporation, 620 West Germantown Pike, Suite 175, Plymouth Meeting, PA 19462, and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") is the date the last party executes this Contract.

### **ARTICLE I - PROPERTY**

The real property (the "**Property**") which is the subject matter of this Contract consists of approximately 3.9 acres of vacant land and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

### **ARTICLE II - PURCHASE PRICE**

**Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Two Hundred Sixty-Five Thousand, Two Hundred and 00/100 (\$265,200.00).

**Deposit.** Within ten (10) days after the Effective Date, Buyer will deposit the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") made payable and delivered to Coast Title Insurance Agency, Inc. (the "Escrow Agent"), which shall apply to the Purchase Price at closing.

### **ARTICLE III - CLOSING AND CLOSING DATE**

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price delivered to the Seller, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before forty five (45) days following the Effective Date.

### **ARTICLE IV - TERMS AND CONDITIONS**

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the Purchase Price of the property, naming Buyer as the proposed insured. Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment)

shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer, as its sole alternate remedies with regard to this Section 4.1, shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "Survey") prepared by a licensed Florida land surveyor dated no earlier than forty five (45) days before Closing. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer, as its sole alternate remedies with regard to this Section 4.2, shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Special Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to

eliminate all standard exceptions from the Title Commitment at Closing, except for (a) taxes for the year of Closing which are not yet due or payable and (b) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss, D'Agresta & Salzman, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed, any closing fees or charges of the title agent, any other closing costs, all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender. Both Buyer and Seller shall be responsible for paying their own attorneys' fees.

4.8. **Proration of Taxes; Real and Personal.** Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing. This provision for reparation shall survive the Closing.

4.9. **Special Assessment Liens.** Special assessments, or any installments thereof, which are due and payable prior to the Closing shall be paid by the Seller. Special assessments, or any installments thereof, which are due and payable on or after the Closing shall be paid by the Buyer.

4.10. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract or fails to purchase the Property when Buyer is obligated to do so in accordance with the

terms hereof, Seller shall have, as its sole and exclusive remedies, the election of either (i) retaining the Deposit by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever, or (ii) the right of specific performance against Buyer. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit immediately or (ii) the right of specific performance against Seller.

4.11. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.13. **Notices.** Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Commerce Blvd Holdings, LLC  
Attn: Christopher Vitale, President  
620 West Germantown Pike, Ste. 175  
Plymouth Meeting, PA 19462

To Buyer: City of Palm Coast  
Attention: City Manager  
160 Lake Avenue  
Palm Coast, FL 32164

4.14. **FIRPTA - Right to Withhold.** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign

Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status.** Seller represents and warrants to Buyer as of the Effective Date that to the actual knowledge of Seller's President as of the Effective Date, without independent inquiry and without review of any files, that there has been no generation, location, transportation, storage, treatment, discharge, disposal or release upon or under the Property of any "pollutant" subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), or the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986).

The provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract for a period of one (1) year after Closing or earlier termination of this Contract.

4.16. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract; provided that prior to any entry onto the Lots by Buyer, (i) Buyer shall deliver written notice to Seller specifying the date of entry, the reason for entry and the length of entry; and (ii) Buyer shall provide to Seller a certificate of insurance with a national insurance company reasonably acceptable to Seller in the minimum amount of \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate insuring Seller against any and all liability which may arise from such entry. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a

result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

## **ARTICLE V - SPECIAL CONDITIONS**

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat., to occur within 30 days of Seller's execution.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period.** Buyer shall have until thirty (30) days after the Effective Date (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the

expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **[Intentionally Omitted]**.

5.4. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey.** During the period that this Contract is in effect, Seller shall not convey any interest in the Property without the prior joinder and written consent of the Buyer.

5.7. **[Intentionally Omitted]**.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.9. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(print)

\_\_\_\_\_

\_\_\_\_\_  
(print)

SELLER:

COMMERCE BLVD HOLDINGS LLC, a  
Florida limited liability company

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

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(print)

\_\_\_\_\_

\_\_\_\_\_  
(print)

BUYER:

CITY OF PALM COAST, FLORIDA

By: \_\_\_\_\_  
Matthew Morton, City Manager

ATTEST:

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

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

[CITY SEAL]

## EXHIBIT "A"

### [LEGAL DESCRIPTION]

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

**EXHIBIT “B”**

**AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the \_\_\_\_\_ of COMMERCE BLVD HOLDINGS LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “B-1”; and *(select appropriate option below)*:

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “A” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

COMMERCE BLVD HOLDINGS LLC, a  
Florida limited liability company

\_\_\_\_\_

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

(print)

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

\_\_\_\_\_

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

\_\_\_\_\_

(print)

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

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

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by  
\_\_\_\_\_, the \_\_\_\_\_ of COMMERCE BLVD  
HOLDINGS LLC, a Florida limited liability company, (check one) ☐ who is personally known to  
me or ☐ who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

EXHIBIT "B-1"  
[LEGAL]

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

## **CONTRACT FOR PURCHASE AND SALE**

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **COMMERCE BLVD HOLDINGS LLC**, a Florida limited liability company (hereinafter referred to as "**Seller**"), with a principal address of c/o AMREP Corporation, 620 West Germantown Pike, Suite 175, Plymouth Meeting, PA 19462, and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") is the date the last party executes this Contract.

### **ARTICLE I - PROPERTY**

The real property (the "**Property**") which is the subject matter of this Contract consists of approximately 3.9 acres of vacant land and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

### **ARTICLE II - PURCHASE PRICE**

**Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Two Hundred Sixty-Five Thousand, Two Hundred and 00/100 (\$265,200.00).

**Deposit.** Within ten (10) days after the Effective Date, Buyer will deposit the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") made payable and delivered to Coast Title Insurance Agency, Inc. (the "Escrow Agent"), which shall apply to the Purchase Price at closing.

### **ARTICLE III - CLOSING AND CLOSING DATE**

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price delivered to the Seller, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before forty five (45) days following the Effective Date.

### **ARTICLE IV - TERMS AND CONDITIONS**

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the Purchase Price of the property, naming Buyer as the proposed insured. Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with

the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer, as its sole alternate remedies with regard to this Section 4.1, shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than forty five (45) days before Closing. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer, as its sole alternate remedies with regard to this Section 4.2, shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Special Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for (a) taxes for the year of Closing which are not yet due or payable

and (b) matters disclosed in the title evidence accepted or deemed accepted by Buyer.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss, D'Agresta & Salzman, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed, any closing fees or charges of the title agent, any other closing costs, all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender. Both Buyer and Seller shall be responsible for paying their own attorneys' fees.

4.8. **Proration of Taxes; Real and Personal.** Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing. This provision for re-proration shall survive the Closing.

4.9. **Special Assessment Liens.** Special assessments, or any installments thereof, which are due and payable prior to the Closing shall be paid by the Seller. Special assessments, or any installments thereof, which are due and payable on or after the Closing shall be paid by the Buyer.

4.10. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract or fails to purchase the Property when Buyer is obligated to do so in accordance with the terms hereof, Seller shall have, as its sole and exclusive remedies, the election of either (i) retaining the Deposit by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims

whatsoever, or (ii) the right of specific performance against Buyer. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit immediately or (ii) the right of specific performance against Seller.

4.11. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.13. **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Commerce Blvd Holdings, LLC  
Attn: Christopher Vitale, President  
620 West Germantown Pike, Ste. 175  
Plymouth Meeting, PA 19462

To Buyer: City of Palm Coast  
Attention: City Manager  
160 Lake Avenue  
Palm Coast, FL 32164

4.14. **FIRPTA - Right to Withhold**. If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or

(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status.** Seller represents and warrants to Buyer as of the Effective Date that to the actual knowledge of Seller's President as of the Effective Date, without independent inquiry and without review of any files, that there has been no generation, location, transportation, storage, treatment, discharge, disposal or release upon or under the Property of any "pollutant" subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), or the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986).

The provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract for a period of one (1) year after Closing or earlier termination of this Contract.

4.16. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract; provided that prior to any entry onto the Lots by Buyer, (i) Buyer shall deliver written notice to Seller specifying the date of entry, the reason for entry and the length of entry; and (ii) Buyer shall provide to Seller a certificate of insurance with a national insurance company reasonably acceptable to Seller in the minimum amount of \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate insuring Seller against any and all liability which may arise from such entry. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

## **ARTICLE V - SPECIAL CONDITIONS**

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat., to occur within 30 days of Seller's execution.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period.** Buyer shall have until thirty (30) days after the Effective Date (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice

delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **[Intentionally Omitted]**.

5.4. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey.** During the period that this Contract is in effect, Seller shall not convey any interest in the Property without the prior joinder and written consent of the Buyer.

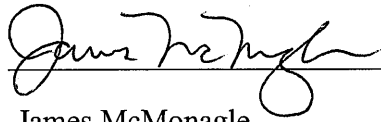
5.7. **[Intentionally Omitted]**.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.9. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

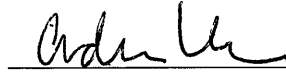
**IN WITNESS WHEREOF**, the parties have executed this instrument as of the Effective Date.

WITNESSES:



James McMonagle

(print)

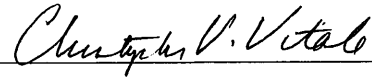


Adrienne Uleau

(print)

SELLER:

COMMERCE BLVD HOLDINGS LLC, a  
Florida limited liability company

By: 

Print name: Christopher V. Vitale

Title: President

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

BUYER:

CITY OF PALM COAST, FLORIDA

By: \_\_\_\_\_  
Matthew Morton, City Manager

ATTEST:

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

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

[CITY SEAL]

## **EXHIBIT "A"**

### **[LEGAL DESCRIPTION]**

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

**EXHIBIT “B”**

**AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the \_\_\_\_\_ of COMMERCE BLVD HOLDINGS LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “B-1”; and *(select appropriate option below)*:

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “A” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

COMMERCE BLVD HOLDINGS LLC, a  
Florida limited liability company

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

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

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

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

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

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by  
\_\_\_\_\_, the \_\_\_\_\_ of COMMERCE BLVD  
HOLDINGS LLC, a Florida limited liability company, (check one) ☐ who is personally known to me  
or ☐ who provided \_\_\_\_\_ as identification.

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

Notary Public

EXHIBIT "B-1"  
[LEGAL]

Portion of Lot 7, according to the Subdivision Plat of PINE LAKES INDUSTRIAL PARK, Palm Coast, recorded in Map Book 27, Pages 1 and 2, of the Public Records of Flagler County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7, then North 00°51'33" West along the West line of Lot 7, a distance of 546.00 feet, thence North 89°08'27" East along the North line of Lot 7, a distance of 311.21 feet to the Northeast corner of Lot 7, being a point on the West right-of-way line of Pine Lakes Parkway (formerly Barton Parkway), thence South 00°51'33" East along said West right-of-way a distance of 546.00 feet; thence departing said Parkway South 89°08'27" West a distance of 55.00 feet to the Southeast corner of a portion of Lot 7 previously deemed Palm Coast Utility Co., recorded in Official Records Book 235, Pages 181 through 228, of the Public Records of Flagler County, Florida, thence North 00°51'33" West a distance of 30.00 feet, thence South 89°08'27" West a distance of 60.00 feet; thence South 00°51'33" East a distance of 30.00 feet, thence South 89°08'27" West along the Northerly right-of-way line of Commerce Boulevard a distance of 196.21 feet to the Point of Beginning.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$597,491.40
<b>Item Key</b>		<b>Account</b>	54029088-063000-81019
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT		
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b>			
This item was heard by City Council at their July30, 2019 Workshop. There were no changes suggested to this item.			
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b>			
The City of Palm Coast entered into an agreement with Palm Coast Land, LLC, to exchange an existing wellsite, SW-43R, for land and access to the wetlands off of US-1. The City will decommission existing well SW-43, located on the corner of US-1 and Matanzas Woods Parkway, within 180 days of notification from the new owner. In preparation for future decommissioning, the new well was drilled on the land donated by Palm Coast Land, LLC. In addition, a City approved consulting engineering firm, McKim & Creed, designed the replacement well with a new raw water main to serve the well. The last task remaining is the construction of the new well.			
The Stormwater & Engineering Department advertised the project (ITB-CD-19-03) and on July 3, 2019 received bids from four qualified construction contractors. City staff recommends award of the project to the low bidder, Hazen Construction, LLC of New Smyrna Beach, Florida, for \$543,174.00 and a 10% contingency (\$54,317.40). The notice of intent to award and the project bid overview are attached.			
The project is in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2019/20.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019/20</b>			
<b>WELLFIELD AND WELLS 54029088-063000-81019</b>			<b>\$3,825,000.00</b>
Total Expended/Encumbered to Date.....			\$ 690,472.68
Pending Work Orders/Contracts.....			\$ 000,000.00
Current (WO/Contract).....			\$ 597,491.40
<b>Balance.....</b>			<b>\$2,537,035.92</b>
<b>Recommended Action :</b>			
Adopt Resolution 2019-XX approving a contract with Hazen Construction, LLC, in the amount of \$597,491.40 including a 10% contingency, for the construction of the Equip SW-43R and Raw Water Main project.			

**RESOLUTION 2019-\_\_\_\_**  
**EQUIP WELL SW-43R AND RAW WATER MAIN PROJECT**  
**ITB-CD-19-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH HAZEN CONSTRUCTION, LLC, INCLUDING 10% CONTINGENCY, FOR THE EQUIP WELL-43R AND RAW WATER MAIN PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast has a construction project for the Equip Well SW-43R and Raw Water Main; and

**WHEREAS**, Hazen Construction desires to provide for the construction of the Equip Well SW-43R and Raw Water Main project; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Hazen Construction, LLC, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council hereby approves the terms and conditions of a contract with Hazen Construction, LLC, for the Equip Well SW-43R and Raw Water Main project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Contract with Hazen Construction, LLC

Approved as to form and legality

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



## NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-19-03 - Equip Well SW-43R and Raw Water Main

**Date:** 7/8/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 7/11/2019

Firm	Bid
<b>Hazen Construction</b> New Smyrna Beach, FL	<b>\$543,174.00</b>
McMahan Construction Company, Inc. Deland, FL	\$556,932.50
WPC Industrial Contractors, LLC Jacksonville, FL	\$594,370.00
T B Landmark Construction, Inc. Jacksonville, FL	\$714,130.00

The intent of the City of Palm Coast is to award ITB-CD-19-03 to **Hazen Construction**

Cc: Contract Coordinator, Project Manager, ASED 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 (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*



# ITB-CD-19-03 - Equip Well SW-43R and Raw Water Main

## Project Overview

Project Details	
Reference ID	ITB-CD-19-03
Project Name	Equip Well SW-43R and Raw Water Main
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	2%
Budget	\$450000.00 - \$520000.00
Project Description	The contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required in order to install approximately 1,475 feet of 8" PVC raw water main, equip one (1) shallow well with a 300 gpm submersible pump, provide one (1) portable generator, air release valves, bike path removal and replacement, sodding and appurtenances. Two-Step process, with Pre-Qualifications due 5/29/19 (Step 1) and Bids due 7/3/19 (step 2).
Open Date	Jun 07, 2019 8:00 AM EDT
Intent to Bid Due	Jul 02, 2019 2:00 PM EDT
Close Date	Jul 03, 2019 2:00 PM EDT



Awarded Suppliers	Reason	Score
Hazen Construction		100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A - M, Excluding N	May 30, 2019 5:51 PM EDT	Kelly Downey
Financial Forms N	May 30, 2019 5:51 PM EDT	Kelly Downey
License - Underground Utility or General Contractor	May 30, 2019 5:51 PM EDT	Kelly Downey
Bid Forms 00200	Jul 03, 2019 2:02 PM EDT	Jesse Scott
Forms 5 and 6	Jul 03, 2019 2:02 PM EDT	Jesse Scott
Bid Forms Pricing	Jul 03, 2019 2:03 PM EDT	Jesse Scott
Addenda (if issued)	Jul 03, 2019 2:02 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation



Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	May 31, 2019 8:36 AM EDT	No
Alex Blake	May 31, 2019 8:41 AM EDT	No
Peter Roussell	Jun 03, 2019 12:38 PM EDT	No
Jesse Scott	Jun 03, 2019 7:57 AM EDT	No
Shannon Boone	May 31, 2019 8:15 AM EDT	No



## Project Criteria

Criteria	Points	Description
Forms A-M, excluding N	Pass/Fail	Completed as Requested - Administrative Review
Qualification Review	Pass/Fail	Meets requirements for Qualification for short-listing
Financials - Form N	Pass/Fail	Meets Financial review requirements
Bid Forms 00200	Pass/Fail	Meets Technical review for completeness and accuracy
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Signed and dated
Bid Forms Pricing	100 pts	Price entry of bid total
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Forms A-M, excluding N	Qualification Review	Financials - Form N	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Hazen Construction	100 pts	Pass	Pass	Pass	Pass
McMahan Construction Co., Inc.	97.53 pts	Pass	Pass	Pass	Pass
WPC Industrial Contractors LLC	91.39 pts	Pass	Pass	Pass	Pass
T B Landmark Construction, Inc.	76.06 pts	Pass	Pass	Pass	Pass

	Forms 5 and 6	Addenda	Bid Forms Pricing
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Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Hazen Construction	Pass	Pass	100 pts (\$543,174.00)
McMahan Construction Co., Inc.	Pass	Pass	97.53 pts (\$556,932.50)
WPC Industrial Contractors LLC	Pass	Pass	91.39 pts (\$594,357.50)
T B Landmark Construction, Inc.	Pass	Pass	76.06 pts (\$714,130.00)

## Eliminated Submissions

	Forms A-M, excluding N	Qualification Review	Financials - Form N	Bid Forms 00200	Forms 5 and 6
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
DB Civil Construction	Pass	Fail	Pass	Fail	Fail



	Forms A-M, excluding N	Qualification Review	Financials - Form N	Bid Forms 00200	Forms 5 and 6
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	Pass	Pass	Pass	Fail	Fail
THADCON, LLC	Pass	Pass	Pass	Fail	Fail
Petticoat-Schmitt Civil Contractors, Inc.	Pass	Pass	Pass	Fail	Fail

	Addenda	Bid Forms Pricing
Supplier	Pass/Fail	/ 100 pts
DB Civil Construction	Fail	100 pts (\$999,999,999.00)
S.E. Cline Construction, Inc.	Fail	100 pts (\$999,999,999.00)



	Addenda	Bid Forms Pricing
Supplier	Pass/Fail	/ 100 pts
THADCON, LLC	Fail	100 pts (\$999,999,999.00)
Petticoat-Schmitt Civil Contractors, Inc.	Fail	100 pts (\$999,999,999.00)



## Reason

Supplier	Disqualified by	Reason
S.E. Cline Construction, Inc.	Jesse Scott	No bid
DB Civil Construction	Jesse Scott	No Bid
Petticoat-Schmitt Civil Contractors, Inc.	Jesse Scott	No Bid
THADCON, LLC	Jesse Scott	No Bid

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 08/06/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIR SERVICES	
<b>UPDATED BACKGROUND FROM THE JULY 30, 2019 WORKSHOP</b> This item was heard by City Council at their July30, 2019 Workshop. There were no changes suggested to this item.		
<b>ORIGINAL BACKGROUND FROM JULY 30, 2019 WORKSHOP</b> The City has solicited electrical contractors for proposals to furnish all labor, materials, transportation, technical expertise, supervision, freight charges, licensing, permits, and equipment necessary for construction, troubleshooting, testing, demolition, repair and/or installation of electrical switchgear, panel boards, transformers, lighting, control work and any related or unrelated electrical work in compliance with local, state and federal regulations.  In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for electrical installation and repair services on an as needed basis. The City received two (2) bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving master service agreements with Palmetto Electric, Inc. and Economy Electric Company  City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.		
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving Master Service Agreements with multiple firms for City-wide electrical installation and repair services		

**RESOLUTION 2019-  
CITY-WIDE ELECTRICAL INSTALLATION & REPAIR SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF MASTER SERVICES AGREEMENTS WITH PALMETTO ELECTRIC INC. AND ECONOMY ELECTRIC COMPANY FOR CITY-WIDE ELECTRICAL INSTALLATION AND REPAIRS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Palmetto Electric, Inc. and Economy Electric Company desires to contract with the City of Palm Coast, to provide for electrical installation and repair services; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Palmetto Electric, Inc. and Economy Electric Company, for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council hereby approves the terms and conditions of master services agreements with Palmetto Electric, Inc. and Economy Electric Company, for City-wide electrical installation and repair services as attached heretofore and incorporated herein by reference as Exhibit "A."

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

**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 the Resolution.

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on the 6th day of August 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A –Contract with Palmetto, Inc., & Economy Electric Company

Approved as to form and legality

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



**Finance Department**  
Budget & Procurement Office

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

## NOTICE OF INTENT TO AWARD

**Project: City-Wide Electrical Installation and Repair Services - RFP-CD-19-60**

**Date: 7/16/2019**

**Appeal Deadline:** Appeals must be Filed by 12:00 PM on 7/19/2019

Firm	Points
Palmetto Electric Inc	100
Economy Electric Company	95.67

The intent of the City of Palm Coast is to award City-Wide Electrical Installation and Repair Services to Palmetto Electric Inc. and Economy Electric Company.

**Cc: Contract Coordinator, Project Manager, ASED Director, Department Director**

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

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





# RFP-CD-19-60 - City-Wide Electrical Installation and Repair Services

## Project Overview

Project Details	
Reference ID	RFP-CD-19-60
Project Name	City-Wide Electrical Installation and Repair Services
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	This Request for Proposal is issued for the purpose of soliciting Electrical Contractor bids to furnish all labor, materials, transportation, technical expertise, supervision, freight charges, licensing, permits, and equipment necessary for consultation, troubleshooting, testing, demolition, repair and/or installation of electrical switchgear, panelboards, transformers, lighting, control work, and any related or unrelated electrical work in compliance with local, state and federal regulation, and NFPA 70 National Electrical Code 2014 edition.
Open Date	Jun 19, 2019 9:00 AM EDT
Intent to Bid Due	Jul 08, 2019 2:00 PM EDT
Close Date	Jul 08, 2019 2:00 PM EDT



Awarded Suppliers	Reason	Score
Palmetto Electric Inc		100 pts
Economy Electric Company		95.67 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -4	Jul 08, 2019 2:00 PM EDT	Kelly Downey
References	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Price Schedule	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Questionnaire	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Officers of the Company	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Addendum #1	Jul 08, 2019 2:00 PM EDT	Kelly Downey
Proposal	Jul 08, 2019 2:00 PM EDT	Kelly Downey



## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Palmetto Electric Inc	Jun 29, 2019 9:52 AM EDT	Frank Dudley, Jr	frank@palmettoelectricinc.com	NTI2NzM=
Economy Electric Company	Jul 03, 2019 1:59 PM EDT	Ann Carter	anncarter@economyelectricco.com	NTI5Njl=



## Project Criteria

Criteria	Points	Description
Forms 1 - 4	Pass/Fail	Forms 1 -5
References, Officers of the Company, Price Schedule & Questionnaire	Pass/Fail	References, Officers of the Company, Price Schedule & Questionnaire
Addendum #1	Pass/Fail	Addendum #1
Years in Business in Florida	10 pts	Years in Business in Florida
Number of full time Employees Field Workers	20 pts	Number of full time Employees Field Workers
Electrical experience working for the City of Palm Coast	10 pts	Electrical experience working for the City of Palm Coast
Number of full time Employees Administrative Staff	15 pts	Number of full time Employees Administrative Staff
Completing work on time	15 pts	Completing work on time
Proposal Cost/Price	30 pts	Proposal Cost/Price



<b>Total</b>	<b>100 pts</b>	
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## Scoring Summary

### Active Submissions

	<b>Total</b>	<b>Forms 1 - 4</b>	<b>References, Officers of the Company, Price Schedule &amp; Questionnaire</b>	<b>Addendum #1</b>	<b>Years in Business in Florida</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 10 pts</b>
Palmetto Electric Inc	100 pts	Pass	Pass	Pass	10 pts
Economy Electric Company	95.67 pts	Pass	Pass	Pass	9.333 pts

	<b>Number of full time Employees Field Workers</b>	<b>Electrical experience working for the City of Palm Coast</b>	<b>Number of full time Employees Administrative Staff</b>	<b>Completing work on time</b>	<b>Proposal Cost/Price</b>
--	--	---	---	------------------------------------	----------------------------



Supplier	/ 20 pts	/ 10 pts	/ 15 pts	/ 15 pts	/ 30 pts
Palmetto Electric Inc	20 pts	10 pts	15 pts	15 pts	30 pts
Economy Electric Company	20 pts	10 pts	14 pts	15 pts	27.33 pts

## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/06/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6907	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 8/7/2019 through 9/30/2019

**8/7/2019 10:00 AM**

Code Enforcement Board  
City Hall

**8/13/2019 9:00 AM**

City Council Workshop  
City Hall

**8/16/2019 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**8/20/2019 9:00 AM**

City Council  
City Hall

**8/21/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**8/22/2019 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**8/27/2019 9:00 AM**

City Council Workshop  
City Hall

**9/3/2019 6:00 PM**

City Council  
City Hall



## Meeting Calendar for 8/7/2019 through 9/30/2019

**9/4/2019 10:00 AM**

Code Enforcement Board  
City Hall

**9/4/2019 5:05 PM**

City Council Special Meeting - Budget  
City Hall

**9/10/2019 9:00 AM**

City Council Workshop  
City Hall

**9/11/2019 5:00 PM**

Leisure Services Advisory Committee  
Palm Coast Community Center

**9/17/2019 9:00 AM**

City Council  
City Hall

**9/17/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**9/18/2019 5:05 PM**

City Council Special Meeting - Budget  
City Hall

**9/24/2019 9:00 AM**

City Council Workshop  
City Hall



## Meeting Calendar for 8/7/2019 through 9/30/2019

**9/26/2019 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

			<b>Workshop 08/13/2019</b>	
1		Resolution	Purchase of replacement generator Pump Station 33-2 Rymfire	Adams
2		Presentation	Proposed Budget for all remaining funds	Alves
3		Resolution	OKR Special Assessment	Alves
4		Presenation	5 yr CIP	Cote
7		Ordinance	Animal Control amendment	Grossman
8		Resolution	Final Nuisance Abatement	Grossman
9		Resolution	Temporary Labor	Streichsbier
			<b>Business 08/20/2019</b>	
1		Resolution	Purchase of replacement generator Pump Station 33-2 Rymfire	Adams
2		Resolution	OKR Special Assessment	Alves
3		Ordinance 1st	Animal Control amendment	Grossman
4		Resolution	Final Nuisance Abatement	Grossman
5		Ordinance	Grand Landings MPD	Hoover
6		Ordinance	LSAC Committee sunset	Johnston/Smith
7		Presentation	Donation of AED from Advent Health for ITSC	Johnston
8		Ordinances 2nd	Grand Landing FLUM	Papa
9		Resolution	Temporary Labor	Streichsbier
			<b>Workshop 08/27/2019</b>	
1		Presentation	Budget-all funds	Alves
2		Resolution	Council Priorities	Bevan
3		Resolution	Local 4807	Streichsbier
			<b>Business 09/03/2019</b>	
1		Resolution	Council Priorities	Bevan
2		Ordinance 2nd	Animal Control amendment	Grossman
3		Resolution	Local 4807	Streichsbier
			<b>Special 09/04/2019 5:05 PM</b>	
1		Resolution	Budget Hearing	Alves
			<b>Workshop 09/10/2019</b>	
1		Resolution	Advent Health Design Svc. Agreement OKR Ext.	Cote
2		Resolution	IA FC Lease Program radios and service agreement	Falgout
3		Resolution	IA FC Service Agreement	Falgout
4		Resolution	Annual Fleet Purchases	Forte
5		Resolution	Advent Health Impact Fee Agreement	Papa
			<b>Business 09/17/2019</b>	

1		Proclamation	Pink Army	Johnston
2		Ordinance	Sawmill Creek -Palm Coast Park MPD Modification - FLUM & DRI	Papa
			<b>Special 09/18/2019 5:05 PM</b>	
1		Resolution	Budget Hearing	Alves
			<b>Business 11/05/2019</b>	
1		Proclamation	Diabetes Awareness	Smith
			<b>Future</b>	
1		Resolution	IA Supplemental - OKR S	Adams/Flanagan
2		Resolution	Purchase of Inventory supplies for Utilities	Adams/Jarvis
3		Resolution	Annual Fire Inspection Fees	Alves
4		Presentation	Security Assessment Review	Akins
5		Presentation	Finance Awards	Alves
6		Presentation	October 15 Council Priority Update Presentation	Bevan
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	FEMA Generator for City Hall	Cote
10		Resolution	IA FC Lease Program radios and service agreement	Falgout
11		Resolution	IA FC Service Agreement	Falgout
12		Ordinance	LDC Architectural Chapter 13	Hoover/Dawson
13		Resolution	WAWA - ROW lease - PC Parkway	Hoover
14		Resolution	Sawmill Creek Phase I - Final Plat	Hoover
15		Resolution	Palm Coast Storage -Technical Site Plan Tier 3	Hoover
16		Ordinance	Saw Mill Branch - Subdivision Master Plan (PLDRB)	Hoover
17		Resolution	IA County for field usage	Johnston
18		Presentation	RFP P3	Kewley
19		Resolution	Project Price is Right Incentive Agreement	Newingham
20		Ordinance	Old Kings Road, South MPD	Papa
21		Resolution	Grand Landings Phase IV-Final Plat	Ramirez
22		Presentation	2019 Workshop Meeting - LDC Signs Chapter 9	CDD