City of Palm Coast
Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, October 6, 2026	**6:00 PM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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- City Council Meetings are streamed live on YouTube at https://www.youtube.com/@PalmCoastFL.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session. Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. PROCLAMATIONS - 5:30 P.M.

1. PROCLAMATION - OCTOBER 2026 AS DISABILITY EMPLOYMENT AWARENESS MONTH

2. PROCLAMATION - OCTOBER 4-10, 2026, AS FIRE PREVENTION WEEK

3. PROCLAMATION - OCTOBER 5-9, 2026, AS CUSTOMER SERVICE WEEK

4. PROCLAMATION - NOVEMBER 2026 AS SHIRLEY CHISHOLM MONTH

B. CALL TO ORDER THE CITY COUNCIL BUSINESS MEETING - 6 P.M.

C. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

D. ROLL CALL

E. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

(1) This agenda item has a thirty (30) minute limit.

(2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
(3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
(4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
(5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
(a) make their comments concise and to the point;
(b) not speak more than once on the same subject;
(c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
(d) obey the orders of the Mayor or the City Council; and (e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit. Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting. Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

F. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: SEPTEMBER 15, 2026 BUSINESS MEETING, SEPTEMBER 23, 2026 FINAL BUDGET HEARING

G. CONSENT

1. RESOLUTION 2026-XX APPROVING PIGGYBACKING A SOURCEWELL MINNESOTA CONTRACT WITH NEW LINE SKATEPARKS, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

2. RESOLUTION 2026-XX APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES

3. RESOLUTION 2026-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC., FOR MISCELLANEOUS REPAIR PARTS FOR PEP SYSTEMS ON AN AS-NEEDED BASIS

4. RESOLUTION 2026-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR THE CONVERSION OF LIFT STATION AU-5 AND AO-3 FROM EDUCTOR TO SUBMERSIBLE LIFT STATION

H. ORDINANCES FIRST READING

1. ORDINANCE 2026-XX AN AMENDMENT TO THE MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT (MPD-DA)

2. ORDINANCE 2026-XX RED MILL POINTE MASTER PLANNED DEVELOPMENT - APPLICATION # 6212

3. ORDINANCE 2026-XX A FUTURE LAND USE MAP (FLUM) AMENDMENT FOR 331.1+/-

ACRES TO INCREASE THE MAXIMUM NUMBER OF DWELLING UNITS FROM 416 TO 743 AND AMENDING THE RESIDENTIAL AND CONSERVATION AREAS IN THE SUBJECT AREA

4. **ORDINANCE 2026-XX A ZONING MAP AMENDMENT FOR 331+/- ACRE AREA TO BE REFFERED TO AS SEMINOLE TRACE FROM SINGLE FAMILY RESIDENTIAL-1 (SFR-1) AND PRESERVATION (PRS) TO MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT**

5. **ORDINANCE 2026-XX HISTORICAL PRESERVATION**

I. ORDINANCES SECOND READ

1. **ORDINANCE 2026-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE**

2. **ORDINANCE 2026-XX PROHIBITING THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT**

3. **ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE**

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

J. SR 100 CORRIDOR CRA RESOLUTIONS

1. **RESOLUTION 2026-XX RECOMMENDATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT AREA AGENCY TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN**

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

K. RESOLUTIONS

1. **RESOLUTION 2026-XX TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN**

2. **RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENT WITH MERRELL BROTHERS, INC., FOR WASTEWATER RESIDUALS MANAGEMENT SERVICES**

3. **RESOLUTION 2026-XX APPROVAL PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATION SERVICES, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT**

L PUBLIC COMMENTS
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

1. AGENDA WORKSHEET AND CALENDAR

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** A.1

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - OCTOBER 2026 AS DISABILITY EMPLOYMENT AWARENESS MONTH	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim October 2026 as Disability Employment Awareness Month.	
Recommended Action: **PROCLAIM OCTOBER 2026 AS DISABILITY EMPLOYMENT AWARENESS MONTH**	

PROCLAMATION

WHEREAS, National Disability Employment Awareness Month is observed each October to recognize the valuable contributions of people with disabilities in the workplace and to promote inclusive employment opportunities; and

WHEREAS, people with disabilities bring diverse skills, talents, and perspectives to workplaces and communities, strengthening our workforce and our economy; and

WHEREAS, every person deserves the opportunity to pursue meaningful employment, achieve greater independence, and contribute their talents to their community; and

WHEREAS, employers, educators, community organizations, and vocational professionals play an important role in creating opportunities for people with disabilities through education, training, job placement, and workplace support; and

WHEREAS, the City of Palm Coast recognizes the accomplishments and contributions of people with disabilities and is committed to fostering a community where everyone has the opportunity to participate, contribute, and succeed; and

WHEREAS, Flagler Schools has seen an overwhelming impact on the lives of many of Florida's citizens with disabilities by offering services including job placement assistance, training, support services, and job coaching; and

WHEREAS, National Disability Employment Awareness Month provides an opportunity to recognize the value of an inclusive workforce and encourage continued efforts to expand employment opportunities for people with disabilities.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the City Council of the City of Palm Coast, Florida, that October 2026, be officially designated as:

DISABILITY EMPLOYMENT AWARENESS MONTH

And encourage all residents, businesses, organizations, and community leaders to recognize the many contributions people with disabilities make to our community and to support inclusive employment opportunities throughout our city.

SIGNED this 6th day of October 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** A.2

Department	FIRE	**Amount**	
Division	FIRE	**Org/Account #**	
Subject:	PROCLAMATION - OCTOBER 4-10, 2026, AS FIRE PREVENTION WEEK		
Presenter:	**Kyle Berryhill, Fire Chief**		
Attachments:	1. Proclamation		

Background:

The City of Palm Coast would like to proclaim October 4-10, 2026, as Fire Prevention Week.

During Fire Prevention Week, the department educates children, adults, and teachers how to stay safe in case of a fire.

This year we focus on reducing the risk of lithium-ion battery fires to keep homes and communities safer.

Recommended Action:
PROCLAIM OCTOBER 4-10, 2026, AS FIRE PREVENTION WEEK

PROCLAMATION

WHEREAS, the Palm Coast Fire Department is committed to ensuring the safety and security of all those living in the City of Palm Coast and visiting; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces fire risks; and

WHEREAS, most of the rechargeable electronics used in homes daily - including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys - are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association (NFPA) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries and devices; and

WHEREAS, the way lithium-ion battery devices are charged can make a difference in helping preventing home fires; and

WHEREAS, safe charging includes using the cord and charger that came with your device or one approved by the manufacturer, charging on a hard, flat surface, watching for warning signs like devices that are very hot or start to swell, unplugging when fully charged, and charging larger devices like e-bikes outside and away from exits; and

WHEREAS, residents are encouraged to understand that safe charging means making smart choices every time they plug in; and

WHEREAS, The Palm Coast Fire Department's firefighters remain dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2026 Fire Prevention Week theme, "Charge into Fire Safety: Safe Charging Is a Superpower," serves to remind all residents that safe charging can help reduce the risk of fires in homes and communities;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that the week of October 4-10, 2026, be officially designated as:

FIRE PREVENTION WEEK

SIGNED this 6th day of October 2026.

ATTEST:

_____

Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____

Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** A.3

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject:	PROCLAMATION - OCTOBER 5-9, 2026, AS CUSTOMER SERVICE WEEK
Presenter:	**Mayor and City Council**
Attachments:	1. Proclamation
Background: The City of Palm Coast would like to proclaim October 5-9, 2026, as Customer Service Week.	
Recommended Action: **PROCLAIM OCTOBER 5-9, 2026, AS CUSTOMER SERVICE WEEK**	

PROCLAMATION

WHEREAS, businesses and government systems, both locally and across this nation, recognize that making a strong commitment to exemplary customer service builds trust and strengthens relationships with customers and clients; and

WHEREAS, businesses and governments that prioritize the understanding and anticipation of their customers' needs set themselves apart by regularly exceeding customer expectations through dedication and professionalism; and

WHEREAS, the City of Palm Coast's Customer Service Division continues to make a meaningful difference in the lives of its residents by upholding the highest standards of service every day, utilizing innovative solutions, and demonstrating unwavering care in their responses; and

WHEREAS, Palm Coast residents have come to rely on the friendly and personalized assistance of the City's Customer Service Representatives, who handle more than 130,000 inquiries annually, ensuring that citizens' needs are met with accuracy, friendliness, and respect; and

WHEREAS, over the past twenty years, the City of Palm Coast has earned a reputation for exceptional customer service, enhancing the quality of life for its residents, and setting a benchmark for service excellence in municipal government.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that the week of October 5, 2026, be officially designated as:

CUSTOMER SERVICE WEEK

and we encourage all citizens to celebrate the exceptional work of Customer Service professionals who contribute to the success and well-being of this community by providing outstanding service every day.

SIGNED this 6th day of October 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** A.4

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - NOVEMBER 2026 AS SHIRLEY CHISHOLM MONTH	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim November 2026 as Shirley Chisholm Month.	
Recommended Action: **PROCLAIM NOVEMBER 2026 AS SHIRLEY CHISHOLM MONTH**	

PROCLAMATION

WHEREAS, Shirley Chisholm (November 30, 1924 - January 1, 2005) was a humanitarian, a politician, and achieved a dynamic list of firsts. She was a trendsetter before her time; and

WHEREAS, Chisholm's legacy focused on the equal rights of women, children, family, and education; and

WHEREAS, Chisholm made history for being the first black United States Congresswoman and making a bid for the U.S. Presidency in 1972. She was an advocate for minority education and employment opportunities during her term in Congress; and

WHEREAS, Chisholm was bold in taking a diverse approach as a politician. Chisholm stood firm in what she believed in. As a gifted leader she brought awareness by being a purposeful voice, which extended to the black community; and

WHEREAS, Chisholm moved to the City of Palm Coast in 1991 and lived here until her death in 2005; and

WHEREAS, a trail along Pine Lakes Parkway was dedicated to Shirley Chisholm's legacy on November 30, 2022, sponsored by the Democratic Women's Club of Flagler County.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that November 2026 be officially designated as:

SHIRLEY CHISHOLM MONTH

to remember Shirley Chisholm and reflect upon all of her accomplishments in life and contributions to our nation and remember her as a catalyst for change in America.

SIGNED this 6th day of October 2026.

ATTEST:

_____

Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____

Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** F.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: MINUTES OF THE CITY COUNCIL: SEPTEMBER 15, 2026 BUSINESS MEETING, SEPTEMBER 23, 2026 FINAL BUDGET HEARING	
Presenter:	
Attachments: 1. Minutes (2)	
Background:	
Recommended Action: **APPROVE MINUTES OF THE CITY COUNCIL: SEPTEMBER 15, 2026 BUSINESS MEETING, SEPTEMBER 23, 2026 FINAL BUDGET HEARING**	

City of Palm Coast
Minutes

City Council Business Meeting

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, September 15, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

Deputy City Clerk Alison Palmer called the roll. Council Member Miller was absent.

D. PROCLAMATIONS AND PRESENTATIONS

1. PROCLAMATION - SEPTEMBER 15, 2026, TO OCTOBER 15, 2026, AS HISPANIC HERITAGE MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to representatives from the

Hispanic American Cultural Society of Palm Coast.

Mr. Ramon Marrero shared thanks and comments.

2. PROCLAMATION - SEPTEMBER 21-25, 2026, AS STORMWATER AWARENESS WEEK

Mayor Norris and Mr. McGlothlin presented the proclamation to Lynn Stevens, Deputy Director of Stormwater & Engineering, and Stormwater & Engineering staff.

Ms. Stevens shared thanks and comments.

3. PROCLAMATION - SEPTEMBER 2026 AS NEONATAL INTENSIVE CARE AWARENESS MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to Terrie Baker, Cedar Bridge Foundation.

Ms. Baker shared thanks and comments.

4. PROCLAMATION - OCTOBER 2026 AS "RAISE THE PINK FLAG WITH THE PINK ARMY" MONTH IN SUPPORT OF BREAST CANCER AWARENESS

Mayor Norris and Mr. McGlothlin presented the proclamation to representatives from AdventHealth.

John Subers introduced representatives from AdventHealth, and shared thanks and comments.

***5.* PRESENTATION - LEGISLATIVE PRIORITIES**

Mayor Norris read the title into the record.

Laura Boehmer of the Southern Group presented the item to Council.

Topics presented included: 2026 legislative session wrap-up and statistics, special sessions, budget highlights, legislative leadership pipeline, 2026 COPC appropriations, and top issues for local government.

Ms. Boehmer provided a response to Council questions.

Council held discussion on the due date for legislative priorities, funding for the loop road, grants, and joint priorities with the County.

Vice Mayor Pontieri asked for consensus to have the Southern Group look into the loop road appropriations being reappropriated for infrastructure. Mayor Norris, Vice Mayor Pontieri, and Council Member Sullivan gave consensus. Council Member Gambaro did not give

consensus.

Council continued discussion on the topic and thanked Ms. Boehmer and the Southern Group.

E. PUBLIC PARTICIPATION

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Mayor Norris shared the rules and procedure of public comment.

Public participation opened at 10:00 a.m.

Jeani Duarte discussed funding, Council seats, public participation, agenda packets, and Council meetings.

Paulette Hatfield discussed Palm Coast Citizen's Academy, an upcoming Connecting to Palm Coast Event, and thanked Council for their participation.

Dylana Galery asked questions about the Retreat at Town Center and a planned amenity center.

Public participation closed at 10:07 a.m.

Mr. McGlothlin suggested Ms. Galery speak with the Department Directors at the back table for answers to her questions regarding Town Center.

Vice Mayor Pontieri provided a response to public comment regarding Citizen's Academy and Connecting to Palm Coast.

Mayor Norris provided a response to public comment regarding Council meeting policies and procedures.

Vice Mayor Pontieri shared support for the Mayor's comments.

F. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: SEPTEMBER 1, 2026 BUSINESS MEETING SEPTEMBER 8, 2026 WORKSHOP MEETING SEPTEMBER 9, 2026, BUDGET HEARING

Vice Mayor Pontieri asked for a correction to the September 1, 2026, Business Meeting minutes for an incorrect recording of the vote for Items I.3/I.4.

Motion made to approve as amended by Council Member Sullivan and seconded by Council Member Gambaro. The Motion passed unanimously.

G. CONSENT

Motion by Vice Mayor Pontieri and seconded by Council Member Gambaro to pull item 1 from the consent agenda. The motion passed unanimously.

1. RESOLUTION 2026-117 APPROVING A GRANT AGREEMENT TO ASSIST DEVELOPMENT OF 7.5 ACRE INDUSTRIAL SITE

Mayor Norris read the title into the record.

Phong Nguyen, Interim Director of Community Development, provided a response to Council questions.

Motion made to approve the item by Vice Mayor Pontieri and seconded by Council Member Gambaro.

Public comment
Paulette Hatfield asked what the industrial site will contain.

Jeani Duarte asked why we are providing grants, and asked for more information.

Mr. Nguyen provided a response to public comment.

Passed
Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris.

2. RESOLUTION 2026-118 APPROVING THE SECOND AMENDMENT TO THE

INTERLOCAL AGREEMENT (ILA) FOR PUBLIC SCHOOL FACILITY PLANNING

3. **RESOLUTION 2026-119 APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH ALFRED & BENESCH COMPANY, INC., FOR PUBLIC SAFETY CONSULTING SERVICES**

4. **RESOLUTION 2026-120 APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER HYDRAULIC MODELING SERVICES**

5. **RESOLUTION 2026-121 APPROVING PIGGYBACKING THE TIPS CONTRACT WITH CLEARGOV FOR SOFTWARE AND SERVICES**

6. **RESOLUTION 2026-122 SUNSETTING THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)**

Vice Mayor Pontieri asked about item 3.

Chief Kyle Berryhill, Interim Deputy City Manager, provided a response.

Vice Mayor Pontieri provided clarification that for item 6, the Beautification and Environmental Advisory Committee (BEAC) duties will move to the Parks and Recreation Advisory Board (PRAB).

Motion made to approve the consent agenda by Council Member Gambaro and seconded by Vice Mayor Pontieri

Public comment:
Jeani Duarte asked for details regarding item 4.

Tony Amaral asked questions about items 3 and 4.

Dylana Galery asked questions about items 4 and 5.

Brian Roche, Director of Utility, provided a response to public comment regarding item 4, and Council questions.

Mayor Norris asked Mr. Roche to be available to answer specific questions from the public, and asked Chief Berryhill about item 3.

Chief Berryhill provided a response.

Mayor Norris asked about item 5.

Gwen Ragsdale, Budget & Procurement Manager, provided a response.

Passed
Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris

H. APPOINTMENTS

1. APPOINT ONE (1) MEMBER TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE

Mayor Norris read the title into the record.

One application was received for Council consideration from Ms. Pam Lauer.

Motion made to appoint Ms. Pam Lauer to AHAC by Council Member Sullivan and seconded by Council Member Gambaro

Public Comment:
Sandra Shank shared remarks on the applicant.

Passed
Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris.

2. APPOINT MEMBERS TO THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD

Mayor Norris read the title into the record.

City Attorney Duffy and City Council held a brief discussion on the appointment process.

The following applicants were present and addressed Council:

Andy Dodzig
Tyler Warner
Adolphus Evans
Jeff Adams
Dawid Blaszkiewicz
Jim Sugg

City Council selected the following applicants to be regular members:

Jeff Adams
Dawid Blaszkiewicz
Andy Dodzig
Adolphus Evans

Council selected the following applicant as alternate:

Tyler Warner

Mayor Norris and Council thanked the applicants.

Motion made to appoint the four members and the alternate by Council Member Charles Gambaro and seconded by Vice Mayor Theresa Pontieri. The motion passed unanimously.

Phong Nguyen, Interim Director of Community Development, congratulated those who were appointed and announced that there would be an orientation workshop for PLDRB members on September 16 at 5:30 p.m.

3. APPOINT MEMBERS TO THE CODE ENFORCEMENT BOARD

Mayor Norris read the title into the record.

City Attorney Duffy informed Council that since Mr. Andrew Dodzig was appointed to PLDRB, he will need to resign from Code Board, and Council will need to appoint 5 regular members to Code Board.

The following applicants were present and addressed Council:

Veronica Reinhard
Paulette Hatfield
Charles Dean Roberts

City Council selected the following applicants to be regular members:

Paulette Hatfield
Joshua Parker
Veronica Reinhard
Charles Dean Roberts

City Council held a second vote to select the fifth regular member.

No applicant received a majority.

The City Attorney advised Council to make a motion to select the fifth regular member.

Motion made to appoint Jonathon Lehman by Vice Mayor Theresa Pontieri. The motion died for lack of a second.

Council held a brief discussion on district representation.

Motion made to appoint Bill Romano by Council Member Charles Gambaro and seconded by Vice Mayor Theresa Pontieri.

Passed

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris.

The Deputy City Clerk re-stated Council selections:

Paulette Hatfield
Joshua Parker
Veronica Reinhard
Charles Dean Roberts
Bill Romano
Jonathon Lehman (alternate)
Christy Lindquist (alternate)

Motion made to appoint the five members and two alternates by Council Member Charles Gambaro and seconded by Vice Mayor Theresa Pontieri.

Passed
Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris.

Mayor Norris and Council thanked the applicants.

I. ORDINANCES FIRST READING

1. ORDINANCE 2026-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE

Mayor Norris read the title into the record.

Jose Papa, Senior Planner presented the item to Council.

Topics presented included: proposed amendments to the Land Development Code, additional amendments from the September 8 Workshop meeting, amendments that will be brought back at a later date, and the definition of kennels.

Mr. Papa and Mr. Nguyen provided a response to Council questions.

Motion made to be approved on first reading by Council Member Gambaro, and seconded by Vice Mayor Pontieri.

Public comment:
Jeani Duarte discussed transparency and the City Charter.

Tony Amaral shared comments and asked questions about chapters 10 and 13.

Mayor Norris asked staff to respond to public comment and Vice Mayor Pontieri asked staff to email the responses to Council ahead of the second reading.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris

2. ORDINANCE 2026-XX PROHIBITING THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

Mayor Norris read the title into the record.

Marcus Duffy, City Attorney, and Kyle Berryhill, Interim Deputy City Manager, presented the item to Council.

There were no questions from Council.

Motion made to be approved on first reading by Council Member Sullivan, and seconded by Vice Mayor Pontieri.

Public Comment:
There were none.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris

3. ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE

Mayor Norris read the title into the record.

Marcus Duffy, City Attorney, and Brian Roche, Director of Utility, presented the item to Council.

Mr. Roche provided a response to Council questions.

Motion made to be approved on first reading by Council Member Gambaro, and seconded by Council Member Sullivan.

Public Comment:
Jeani Duarte shared appreciation for the efforts and discussed the terms direct and indirect.

Vice Mayor Pontieri provided a response to public comment.

Approved – Vice Mayor Pontieri, Council Member Charles Gambaro, Council Member David Sullivan, Mayor Michael Norris

4. ORDINANCE 2026-XX LAKEVIEW ESTATES COMPREHENSIVE PLAN AMENDMENT - APPLICATION #5576

Mayor Norris read the title into the record and highlighted that Ordinances 4 and 5 would be presented together.

Mayor Norris called for any ex parte communications. Vice Mayor Pontieri, Council Member Gambaro, and Mayor Norris disclosed ex parte communication that would not affect their decision.

The Deputy City Clerk swore in individuals testifying on the items.

Michael Hanson, Senior Planner, presented the topic to City Council.

Topics presented included: changes from the conceptual map and the MPD DA amendment from the 9/1 Business meeting.

Vice Mayor Pontieri asked for consensus to 1) add language for deep boring testing of at least 18" for arsenic and remediation if needed, 2) for staff to look at the size of the community park and adding park elements, 3) tract 3: the entire line between the two tracts maintains a 50 ft buffer, 4) balance of the land be deeded to the City, 5) view protection zone on tract 9 remain 150 ft., 6) strike live-local from uses.

Michael Chiumento, on behalf of the applicant, presented the topic to City Council. Mr. Chiumento provided a response to Council comments including the community park and arsenic testing, the tract 3 buffer, conveying the balance of the land, the tract 9 view protection zone, and uses on tract 9.

Mr. Hanson, Mr. Hirst, and Mr. Chiumento replied to City Council comments and questions.

Motion by Vice Mayor Pontieri to table Ordinance items 4 and 5 for one week. Vice Mayor Pontieri *w*ithdrew the motion to hear a response from Mr. Chiumento*.*

Mr. Chiumento on behalf of the applicant, agreed to draft language on 18-inch boring testing and remediation, tract 3 buffer, and work out how to meet with the 150 ft view protection zone on tract 9.

Motion made to be approved on first reading with staff recommended site specific limiting policy by Vice Mayor Pontieri and seconded by Council Member Gambaro

Public comment:
Jeani Duarte discussed the presentations, the community park, arsenic levels, entitlements, and flooding.

Joseph Colesanti, London Dr., discussed the buffer behind his house, asked Council to deny the request to reduce the buffer, that the park relocation excuse is a shell game, and recommended denial.

Dylana Galery asked questions about the site-specific limiting policy.

Mr. Hanson provided a response to public comment regarding the site-specific limiting policy.

Council continued discussion of the topic.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan
Denied – Mayor Michael Norris

5. ORDINANCE 2026-XX LAKEVIEW ESTATES MPD AMENDMENT - APPLICATION #5575

Motion made to approve on first reading with the conditions of 150 ft view protection zone, deep soil boring and remediation language, and staff recommendation of the density cap by Vice Mayor Pontieri and seconded by Council Member Sullivan.

Public comment:
Jeani Duarte discussed elected officials, the meeting schedule, that this should be tabled, and that residents need more information.

Sylvia Goetz discussed tract 3 and emails she had sent to Council.

Vice Mayor Pontieri provided a response to Ms. Goetz.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member David Sullivan

Denied – Mayor Michael Norris

J PUBLIC COMMENTS

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

There were none

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

Vice Mayor Pontieri thanked everyone who came out for the Hammock Stair Climb, thanked staff for the ceremony at Hero's Park, and discussed the upcoming waterway clean-up.

Council Member Gambaro discussed Project Magellan and Synergy Sports and asked if Council still wants to pursue.

Council Member Sullivan thanked staff for the 9/11 ceremony and that he hoped to say hello at the waterway cleanup behind his house.

Mayor Norris asked Mr. McGlothlin for an update on Raydient.

Mr. McGlothlin provided a response.

Council held discussion on Raydient, the application process, economic development, and Project Magellan.

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

There were none.

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

1. REPORTING OF EMERGENCY AND SOLE SOURCE FOR AUGUST 2026

Mr. McGlothlin echoed comments on the 9/11 memorials, discussed Cascades coming back to Council, and that he will work with staff to get it rescheduled.

N. ADJOURNMENT

The meeting was adjourned at 12:41 p.m.

Respectfully submitted by: Alison Palmer, Deputy City Clerk

City of Palm Coast
Minutes

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Final Budget Hearing

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Wednesday, September 23, 2026	**5:15 PM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Other matters of concern may be discussed as determined by City Council.
- If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- City Council Meetings are streamed live on YouTube at https://www.youtube.com/@PalmCoastFL.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session. Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

Mayor Norris called the meeting to order at 5:15 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

(1) This agenda item has a thirty (30) minute limit.
(2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.

(3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
(4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
(5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
(a) make their comments concise and to the point;
(b) not speak more than once on the same subject;
(c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
(d) obey the orders of the Mayor or the City Council; and (e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit. Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting. Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

Mayor Norris provided the rules and procedures of public comment.

Jeani Duarte asked about settling a lawsuit, water capacity, City Council compensation, and asked for the budget items to be presented line by line.

E. PRESENTATION

1 PRESENTATION - FINAL PROPOSED FISCAL YEAR 2026-2027 BUDGET

Gwen Ragsdale, Budget and Procurement Manager, and Raelene Bowman, Accountant II, presented the topic to Council.

City Council held discussion on the following topics: general fund cuts, unfunded positions, and the Flagler Humane Society budget.

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

City Council recessed at 5:30 p.m. and convened the SR 100 Corridor CRA Board.

F. SR 100 CORRIDOR CRA RESOLUTIONS

1 SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-123 ADOPTING THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY FINAL BUDGET FOR FISCAL YEAR 2026-2027

Mayor Norris read the title into the record and stated that the SR 100 Corridor Community Redevelopment Agency Board hereby proposes to adopt a budget with total appropriated expenditures and reserves of $4,003,956.

Motion by Council Member Sullivan and seconded by Council Member Gambaro to adopt the SR 100 Corridor Redevelopment Agency final budget for Fiscal Year 2026-2027.

Passed

Approved – 4 - Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

Denied – 1- Vice Mayor Theresa Pontieri

Public Comment:
Jeani Duarte discussed compensation.

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

The SR 100 Corridor CRA Board adjourned at 5:32 p.m. and the City Council meeting reconvened.

G. CITY RESOLUTIONS

1 RESOLUTION 2026-124 ADOPTING THE MILLAGE RATE FOR THE FISCAL YEAR 2026-2027

Mayor Norris read the title into the record and announced that the City of Palm Coast proposes to levy a millage rate of 4.1387 mills. This is an increase of 0% from the rolled-back rate of 4.1387 mills.

Motion by Council Member Gambaro and seconded by Council Member Miller to adopt the millage rate for fiscal year 2026-2027.

Public Comment:
Jeani Duarte discussed the new rollback rate and that it is more than the current taxing.

Passed

Approved – 5 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

Mayor Norris stated that the City of Palm Coast proposes to adopt a millage rate of 4.1387 mills.

2 RESOLUTION 2026-125 ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2026-2027

Mayor Norris announced that the City of Palm Coast proposes to adopt a budget with total appropriated expenditures and reserves of $533,947,885.

City Council held discussion on the budget and thanked City Staff.

Motion by Council Member Gambaro and seconded by Council Member Sullivan to adopt the final budget for fiscal year 2026-2027.

Public Comment:
Jeani Duarte discussed a concern for fleet, City Manager salary and benefits, Council salary and benefits, department directors, major concerns, and the 2024 and 2025 budget totals.

Mayor Norris announced that the City of Palm Coast proposes to adopt a budget of $533,947,885.

Passed

Approved – 5 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

Mayor Norris stated that the City Clerk must forward a copy of the resolution adopting the final millage to the Property Appraiser, the Tax Collector, and the State of Florida Department of Revenue within 3 days.

3 RESOLUTION 2026-126 APPROVING THE FISCAL YEAR 2027 FLEET REPLACEMENT/PURCHASE PROGRAM AND ASSOCIATED PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2027 BUDGET

Mayor Norris read the title into the record.

Matt Mancill, Director of Public Works, provided a brief overview.

City Council held discussion on the following topics: number of assets, assets at the end of life, number of assets being purchased, and 53 of those purchases being golf carts.

Motion by Vice Mayor Pontieri and seconded by Council Member Miller to approve the fiscal year 2027 fleet replacement/purchase program and associated purchase orders for fleet vehicles and equipment.

Public Comment:
Jeani Duarte asked what determines end of life on vehicles, discussed wholesale auction, limit staff and families from being able to purchase vehicles, fleet budget out of hand, the need for a forensic audit, compensation, and advice given to the planning board.

Mayor Norris replied to share accolades to Mr. Mancill.

Passed

Approved – 5 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

H. Public Comments

None.

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

Council Member Miller provided sports update.

Vice Mayor Pontieri shared about upcoming events.

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

None.

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

Mr. McGlothlin thanked staff and City Council for getting through the budget season, introduced the new Deputy City Manager, Mr. James Macfarlane, and thanked volunteers and staff for the recent waterway cleanup.

Mayor Norris discussed the budget process and thanked staff.

Council Member Sullivan shared thanks to staff.

L. ADJOURNMENT

The meeting was adjourned at 5:49 p.m.

Respectfully submitted by: Kaley Cook, CMC, FCRM City Clerk

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** G.1

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** **Org/Account #** MULTIPLE ACCOUNTS CITYWIDE

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING A SOURCEWELL MINNESOTA CONTRACT WITH NEW LINE SKATEPARKS, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Presenter: **Eric Gebo, Architect**

Attachments:

1. Resolution
2. Draft Piggyback Contract

Background:

Staff is recommending piggybacking Sourcewell Minnesota contract #MN 545649 with New Line Skateparks, FL, Inc., through October 20, 2029, for the purchase of skatepark, bike park, pump track and BMX track solutions with related equipment, accessories and services an as-needed basis.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

Since the underlaying contract is an agreement of fees and services, City staff will purchase on an as-needed basis using budgeted funds appropriated by City Council.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING A SOURCEWELL CONTRACT WITH NEW LINE SKATEPARKS, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RESOLUTION 2026-___
PIGGYBACK WITH NEW LINE SKATEPARKS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING SOURCEWELL MINNESOTA CONTRACT WITH NEW LINE SKATEPARKS FL, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS AND RELATED EQUIPMENT, ACCESSORIES, AND SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, New Line Skateparks FL, Inc., has expressed a desire to provide equipment and services for skatepark, bike parks, pump track, and BMX solutions to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Sourcewell Minnesota contract #MN545649 with New Line Skateparks FL, Inc., for the above-mentioned services and equipment on an as-needed basis.

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

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

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the Sourcewell Minnesota contract #MN545649 and New Line Skateparks FL, Inc., for equipment and services for skatepark, bike parks, pump track, and BMX solutions as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Piggyback Contract with New Line Skatepark, FL Inc.

Docusign Envelope ID: B87EB109-A6F3-8CC0-8332-F205C7B2C19A

BPO Review

Signed by: Marcus Duffy A9D59FA5D9FD417...

City Legal Review

Affidavit Check

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: New Line Skateparks FL, Inc.

Bid/Contract Ref # 090425-NLS

Agency Name: Sourcewell

Contract Type: Piggyback

Contract Value OVER $100K

Resolution # 2026- **City Council Approval Date:**_____

Contract Term End Date 10/20/2029

Renewable Y/N Y **If yes # and length of renewals:** 3 one-year extensions

City's Project Manager(s) Eric Gebo

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell Agreement for Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services, as needed.

Approvals:

Responsible Dept. Director _____ **Date:**_____

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email Kyle Dion projects@newlineskateparks.com

In Process

Docusign Envelope ID: B87EB109-A6F3-8CC0-8332-F205C7B2C19A

city of PALM COAST

Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

New Line Skateparks FL, Inc.
Attn: Kyle Dion
137 West Marion Avenue
Edgewater, Florida 32132

RE: Engagement Letter Authorizing Piggyback

Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
Contract Name

Sourcewell #090425-NLS
Contract Reference

In Process

Dear Kyle,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Nathalie Garcia
Nathalie Garcia
Sr. Contracts and Procurement Coordinator
ngarcia@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

NEW LINE SKATEPARKS FL, INC.

Signed by:
By: Kyle Dion
F77E8D545EB2409...
(Authorized Signatory)

Print Name: Kyle Dion

Title: President & CEO

Date: Aug 25, 2026 | 3:13 PM PDT

Docusign Envelope ID: B87EB109-A6F3-8CC0-8332-F205C7B2C19A

ENGAGEMENT LETTER ADDENDUM

1. **E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

2. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

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10. **Sovereign Immunity**
City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes
Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By:

_____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

Signed by:

By: Kyle Dion
(Authorized Corporate Officer)
F77E8D545B27409...

Print Name: Kyle Dion

Title: President & CEO

Date: Aug 25, 2026 | 3:13 PM PDT

In Process

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

New Line Skateparks FL, Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kyle Dion

Title: President & CEO

Signature: Signed by: Kyle Dion F77E8D545B27409...

Date: Aug 25, 2026 | 3:13 PM PDT

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E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E- Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.

2. Have it signed and notarized.

3. Then attach the notarized affidavit and the proof of registration where indicated.

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ATTACH NOTARIZED AFFIDAVIT HERE 

ATTACH PROOF OF REGISTRATION HERE 

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name: _____

Title: _____

Date: _____

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STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

_____

Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____ Name: _____

Title: _____

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Sworn to (or affirmed) and subscribed before me this _____ day of _____, 202__, by _____.

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____
Type of Identification Produced_____

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MASTER AGREEMENT # 090425
CATEGORY: Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
SUPPLIER: New Line Skateparks FL, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and New Line Skateparks FL, Inc., #1, 137 West Marion Avenue, Edgewater, FL 32132 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

In Process

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 20, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #090425 to Participating Entities. In Scope solutions include the following made with made with concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions:
   a) Skatepark;
   b) Bike Park;
   c) Pump Track;
   d) BMX Track – sanctioned and non-sanctioned; and
   e) Equipment, Accessories, and Services related to the offering of the solutions described in Sections 1. a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

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2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	New Line Skateparks FL, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Kyle Dion A5C9E30FB397429...
By: _____	By: _____
Jeremy Schwartz	Kyle Dion
Title: Chief Procurement Officer	Title: President and CEO
Date: 10/23/2025 | 4:18 PM CDT	Date: 10/23/2025 | 4:30 PM EDT

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RFP 090425 - Skatepark, Bike Park, Pump Track and BMX Track Solutions with related Equipment, Accessories, and Services

Vendor Details

Company Name:	New Line Skateparks
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	#1 137 West Marion Avenue Edgewater, Florida 32132
Contact:	Everett Tetz
Email:	projects@newlineskateparks.com
Phone:	778-840-9902
Fax:	778-840-9902
HST#:	32-0531713

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Submission Details

Created On:	Wednesday August 06, 2025 10:26:11
Submitted On:	Thursday September 04, 2025 11:05:44
Submitted By:	Everett Tetz
Email:	projects@newlineskateparks.com
Transaction #:	b61f835f-91d9-4599-b8d6-d18e7bedc64e
Submitter's IP Address:	147.243.242.148

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	New Line Skateparks FL, Inc (US Entity for all US Contracts)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	New Line Skateparks, Inc (Canadian Entity for All Canadian Contracts)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM - New Line Skateparks FL, Inc :JJZEZBSMZ4C9 SAM - New Line Skateparks Inc: N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS New Line Skateparks FL, Inc: 238990 NAICS New Line Skateparks Inc: 238990	
6	Proposer Physical Address:	#1, 137 West Marion Avenue, Edgewater, Florida, 32132 (U.S. Division) #1 - 20177 97 Ave, Langley BC, V1M 4B9 (Canadian Division)	*
7	Proposer website address (or addresses):	www.newlineskateparks.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kyle Dion (President and CEO) #1, 137 West Marion Avenue, Edgewater, Florida, 32132 1-866-463-9546 kyle@newlineskateparks.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kyle Dion (President and CEO) #1, 137 West Marion Avenue, Edgewater, Florida, 32132 1-866-463-9546 kyle@newlineskateparks.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Trevor Morgan (Vice President) #1, 137 West Marion Avenue, Edgewater, Florida, 32132 403-852-0936 trevor@newlineskateparks.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	New Line Skateparks FL, Inc and New Line Skateparks Inc (New Line Skateparks) is a full-service planning, design and construction firm specializing in the development of integrated concrete skateparks, bike parks, pump tracks and other progressive action sports environments. Our team (approx. 55 full-time staff) consists of registered landscape architects, engineers and construction professionals who are passionate active skateboarders and BMX/mountain biking enthusiasts. Our operations span over 24 years and 400 + highly recognized projects across the United States, Canada, Europe, Australia and Asia. We are proud to serve as one of the world's longest running and most respected municipal youth park design-build firms. Philosophy: Our passion for actions sports is matched with a purpose to empower youth and permanently strengthen communities through a holistic and highly inclusive development approach – regardless of project size or budget. The result is not only the world's most compelling concrete skateparks, bike parks and pump tracks, but truly celebrated public spaces that incorporate locally-inspired art and sculpture, inviting socializing areas, sustainable development principles, and strong connections to surrounding amenities. Core Values: Passion, Creativity, Integrity and Empowerment create the foundation for every client we serve. Our goal is to promote environmental quality as a way to protect what we value in our unique region. We carry this philosophy through in action sports facility development. Through listening, watching and testing ideas, we create skatepark, bike park and pump track solutions that work in harmony with existing environments and ultimately lead to fully integrated places.	*
12	What are your company's expectations in the event of an award?	In the event of an award, New Line Skateparks expects to fully utilize the collaborative purchasing benefits of Sourcewell as a means to deliver our signature brand of public skateparks, pump tracks, and bike park facilities. New Line Skateparks will begin promoting the Sourcewell purchasing contract immediately through our established network of sales and marketing personnel and channels throughout the United States and Canada.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As of February 19, 2025, New Line Skateparks has reached over 24 years of non-interrupted operations – resulting in the completion of over 400 municipal projects across the United States and Canada with 100% performance and a sterling track record of financial management. This has allowed us to maintain impeccable bonding capacity, insurance coverage and bank financing as a full-service Professional Designer and General Contractor specializing in poured in place municipal concrete skateparks, bike parks and pump tracks - regularly handling single project budgets between ~$1 Million ~$3 + Million. Our group of companies [New Line Skateparks FL, Inc (US) and New Line Skateparks Inc (CAN)] collectively services approximately 30-40 municipal projects each year with a total firm revenue typically ranging from $11 Million - $16 Million. Furthermore, New Line Skateparks FL, Inc and New Line Skateparks Inc has never had a bankruptcy petition filed, bond called or a contract terminated for default. Further evidence of our financial strength is attached to this proposal with letters from our Banking Institutions, Bonding and Insurance Providers, and past Clients.	*
14	What is your US market share for the Solutions that you are proposing?	While reliable 3rd party empirical market share data for the entire US action sports park industry is difficult to attain, we estimate that our firm holds approximately 20% of the US skatepark, bike park, and pump track market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In Canada, we confidently estimate a market share of approximately 70% or greater for municipal concrete skateparks, bike parks and pump tracks.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	New Line Skateparks FL, Inc and New Line Skateparks Inc is not currently involved in a bankruptcy proceeding and has never had a bankruptcy proceeding completed in either entity's entire history.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	New Line Skateparks is best described as a service provider as we offer comprehensive professional design services (licensed landscape architecture and engineering) and primarily self-performed construction services for cast-in-place concrete skateparks, pump tracks and bike parks. All sales and service is delivered by our in-house staff (approximately 55) within our 7 personnel offices throughout the United States (San Diego CA, Edgewater FL, Erie CO, Columbus OH) and Canada (Langley BC, Calgary AB, Toronto ON). *
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In order to comply with the strict licensing requirements of our industry, New Line Skateparks holds licenses to practice as General Contractor and/or Specialty Contractor + Professional Landscape Architect and/or Professional Engineer in up to 26 States and Provinces across the United States and Canada at any given time, depending on which jurisdictions our projects are active within. Our in-house staff also include American Concrete Institute (ACI) Certified Shotcrete Nozzlemen and Pump Operators. In the event that a project opportunity arises in a State or Province that we are not currently licensed, we are able to activate/reactive licenses quickly based on our in-house professional staff's 24 year + industry tenure across the United States and Canada. Some of our more prominent Professional Affiliations / Certifications include the following: - General Contracting and/or Specialty Contracting Licenses standing in California, Florida, Tennessee and most Canadian Provinces * - American Society of Landscape Architects (ASLA) - Canadian Society of Landscape Architects (CSLA) - American Society of Civil Engineers (ASCE) - Canadian Society of Professional Engineers (CSPE) - American Concrete Institute (ACI) - American Shotcrete Association (ASA) - Certificate of Recognition (COR) Safety Certification (Canada)
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None. *
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the last two and a half decades, New Line Skateparks has established itself as the most award-winning municipal skatepark/bike park/pump track development firm in Canada and one of the top award recipients in the United States for concrete action sports facility design and construction. A selection of awards we've received in the last 5 years include: - Canadian Society of Landscape Architects (CSLA) Nation Citation Award: Vancouver Skateboarding Amenities Strategy - American Shotcrete Association (ASA) Outstanding Recreational Project: NE Metro Skatepark * - Recreation Facilities Association of British Columbia (RFABC) Excellence in Recreation: Thrifty Foods Westshore Skatepark - American Public Works Association (APWA) Design Award: ROC City Skatepark (Rochester, NY) - California Park and Recreation Society (CPRS) Design Excellence Award: Nipomo Skatepark

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21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 95% of our sales are from government agencies - primarily municipal government entities.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 2% of sales have been from the education sector in the last 3 years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	COSTARS (Pennsylvania) - 0% of revenue in past 3 years.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Lenexa, KS	Logan Wagler - Director of Parks and Recreation	913.477.7500	*
Town of Qualicum Beach, BC	Luke Sales - Director of Planning and Community Development	250.752.6921	*
City of Panama City Beach	Keith Meyerl - Assistant Director, Parks and Recreation	850.233.5045	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	New Line Skateparks employs approximately 20 full-time staff involved in sales (who also participate in various areas of our design/build operations). Sales Force Office/Personnel Locations in the United States Include: Edgewater FL, San Diego CA, Erie CO, San Francisco CA, Mandeville LA, and Columbus, OH. Sales Force Office/Personnel Locations in Canada Include: Langley BC, Calgary AB, and Toronto ON.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our internal sales team leverages long-standing relationships with approximately 25 + generalized public park Landscape Architecture Firms, Engineering Firms, and General Contractors who regularly promote New Line Skateparks' design-build offerings to prospective clients who are in search of concrete skatepark, bike park and pump track solutions.	*
28	Service force.	Our service force consists of approximately 55 full-time staff, who are direct employees. This team is able to promptly service (typically within one week) any jurisdiction in the United States and Canada, with a proven track record of over 400 past municipal projects throughout North America to their credit. Our service team is regularly managing approximately 30 projects throughout the US and Canada that are in various stages of the planning, design and construction process at any given time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are handled directly by New Line Skateparks' in-house staff. Once a prospective purchaser makes contact with our team, a qualified staff member will immediately (typically within 24hrs) work with the client to define a scope of work and schedule expectations. Once this is established, a comprehensive proposed written work program and price will be prepared with all associated terms and conditions for client review and approval. Once approved and signed-off by the purchaser, New Line Skateparks will work with the client for execution of the contract and required support documents (ie. insurance, bonds, etc).	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is paramount to our firm and we are privileged to apply our unique skill, experience and resources as a proven team to deliver significant efficiencies and increased quality throughout the development process on every project. With our pioneering work on many of the world's most recognized skateparks, bike parks and pump tracks, coupled with our extensive design-build experience across the globe, we approach each project with strong understanding and a heightened ability to navigate through the community outreach process, design technical issues, and local construction environments. Our team (New Line Skateparks) self-performs all overall project management, public outreach, and specialty concrete terrain design and construction, and serves as the single point of accountability for our clients - ensuring full continuity and complete quality + cost control throughout all phases of the project. Our response time for inquiries by way of phone, email and social media is often within 3hrs with a 24hr max target metric. In addition, we work with all clients to create a regular standing project progress/service review pulse on a weekly or bi-weekly basis. Upon project completion, our service team schedules regular warranty reviews and client satisfaction surveys to monitor service performance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	New Line Skateparks has been serving the Canadian and US action sports facility market for over 24 years and is excited to deliver our full suite of skatepark, bike park and pump track design-build services to all Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Line Skateparks' is Canada's longest running and most experienced provider of public concrete skatepark, bike park, and pump track facilities - with approx 70% of market share and hundreds of successful projects completed throughout the Nation since incorporating in British Columbia in 2001. We are excited to offer our services via Sourcewell to all participating entities in every Province and Territory throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. New Line Skateparks is fully capable of and committed to serving all geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. New Line Skateparks will provide all account types of Participating Entities to our Solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. New Line Skateparks regularly works with non profit entities throughout the United States and Canada.	*

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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	New Line Skateparks will utilize our well established and highly refined marketing channels to promote this contract and the benefits of procurement via Sourcewell. This includes promotion of the Sourcewell contract throughout all areas of our sales and marketing process including: a. Education on the Sourcewell contract/procurement approach during personal sales cold-calls and sales presentations for prospective clients b. inclusion of Sourcewell benefits within our comprehensive company information packages (distributed widely online and hard copy print) c. Inclusion of Sourcewell advertising and education during our participation at State/Provincial and National tradeshows (typically New Line Skateparks participates in approximately 13 -16 State/Provincial tradeshows throughout the US and Canada yearly) d. Inclusion of Sourcewell information/benefits on our website/online resources (including our long-standing and highly-followed/engaged social media channels – Facebook, LinkedIn, Instagram, X (formally Twitter), Pinterest, etc e. Inclusion of Sourcewell information/benefits on our monthly emailed (and website accessible) Company Newsletter widely distributed to prospective, existing and repeat clients f. Inclusion of Sourcewell information during public relation opportunities (local media interviews/coverage) for our projects where Sourcewell was utilized by the Client g. Inclusion of Sourcewell information / benefits during our participation at various skatepark/bike park/pump track events/contests/community information sessions we host for clients/prospective clients h. Inclusion of Sourcewell information / benefits where appropriate during our Professional Speaking Engagements at various Municipal Conferences where we are requested to present on modern skatepark/bike park/pump track development (including providing information of facility purchasing methods). For maximum effectiveness of the Sourcewell 'marketing message', all sales and service staff will receive ongoing training sessions to best promote and leverage the benefits of the Sourcewell contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Line Skateparks has a highly effective integrated technology and digital data program to reach and maintain our marketing goals. This includes but is not limited to: a. Dynamic (updated with high frequency + quality relevant content) Social Media Pages (Instagram, Facebook, X, LinkedIn etc) with significant followings that are also continually assessed and improved upon for content engagement. Our Social Media channels are estimated to have among the top 3 followings in the skatepark/pump track/bike park design-build industry and are consistent source of new client leads b. Targeted ad campaigns through Google AdWords and high digital engagement and response times c. Our highly refined company website (with consistent URL for last 24 years) that is constantly assessed for SEO, ROI, metadata effectiveness and is highly ranked by common search engines for North America and across the globe d. Use of our custom digital CRM system to assess, track and ultimately convert leads into secured and successfully delivered projects.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	New Line Skateparks will be largely self-sufficient and proactive in integrating the Sourcewell purchasing solution into all relevant aspects of our sales and marketing process. Therefore, we envision Sourcewell acting in a modest support role in the promotion and execution of the contract. In this vein, we imagine there may be contract/purchasing situations that arise from time to time where we request technical clarity directly from a Sourcewell representative and will aim to take advantage of any ongoing training/updates Sourcewell provides to improve upon our successful use of the contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	New Line Skateparks does not currently offer an e-procurement system, although, as our industry and operations respond to constantly evolving market conditions, this may be an area that is pursued in the future.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Prior to opening each facility, our team conducts a maintenance and care seminar with appropriate Owner's representatives. This will include a half-day onsite 'hands on' session covering typical maintenance and operations procedures. This is complimented our comprehensive park operations and maintenance manual, which will also be provided to the client for ongoing reference. The above is provided at no extra cost. In extended post occupancy, our team remains available to provide recommendations, condition inspections, park repair and park programming consulting services through the course of the facilities life-cycle.	*
42	Describe any technological advances that your proposed Solutions offer.	As an industry pioneer with over 24 years of world-wide operations, New Line Skateparks has established itself as a global leader in the implementation of action sports park facility design-build technology and practices that continue to set the bar for skatepark, pump track and bike park development. Specific planning, design and construction technological advances implemented by our team include: - 3D CAD aerial site mapping and drone photography during site analysis/investigation stages - Custom online geotargeted surveys and remote public/stakeholder meeting software to assist with community consultation efforts (complimenting in-person client/community engagement practices) - Advanced AutoCAD Civil 3D design modelling for all project civil design responsibilities - Advanced AutoCAD facility structural modelling and photorealistic 3D rendering technology in conceptual and technical design phases - Custom scheduling, estimating and project management software to ensure development process transparency, real-time cost monitoring, schedule certainty, and construction quality conformance to design specifications - CNC Cut Concrete Form + Steel Fabrication and Custom Concrete Finishing Tools - Custom BMX reinforced coping / custom edge detailing - Highly specialized region-specific and climate-specific concrete mix designs and reinforcement technology - Custom all-weather / winter construction structures and capabilities	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Preservation and protection of the natural environment will be critical when we develop our plans for the project. Relevant ecological initiatives, surrounding vegetation, and the comfort of the public and nearby residents must be considered. Our team will ensure the park's design and construction documentation accounts for proper access of construction/maintenance traffic proper treatment of storm water, tree protection, erosion and sediment control, and removal of unwanted materials in a way that minimizes undesirable impacts to the surrounding site area. We are proud to have introduced 'green drainage' systems on a number of our recent skatepark/bike park/pump track designs and continue to participate in Leadership in Energy and Environmental Design (LEED) and SITES certified projects throughout North America. We look forward to providing our experience in this increasingly important area and offer the following sustainability practices that can be considered for each project we undertake. (note that this is not an exhaustive listing): - Implement opportunities for onsite treatment of storm water through skateable/rideable biofiltration and sand filtration planters within skatepark hard surface and surrounding landscape ('green' storm water management system) - Use of 'green friendly' or EcoSmart concrete. - Use of recycled concrete in sub-base materials - Use of locally sourced granite in speciality ledge applications - Recycling of wood forming materials used in project - Use of plant-based reinforcement fibers like jute, hemp, and bamboo for reinforcement in our concrete mix designs - Exploration of the use of 'carbon capture" fly ash when available/possible - Use of virtual platforms for meetings to reduce unnecessary travel - Provide incentives for project staff to access work site by skateboard, bike, public transport - Avoid unnecessary document printing related to project and use recycled paper whenever possible	*

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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As stated above, our team has a Leadership in Energy and Environmental Design (LEED) Accredited Professional Landscape Architect in-house and available to participate in all projects and we are currently working on facilities that will be developed with a SITES designation/certification. For all projects, our team aims to meet and exceed all relevant environmental requirements as we continue to lead the field in sustainable design and construction delivery.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Longevity, Experience, A Signature Design-Build Approach and Unparalleled Proven Performance in Both the United States AND Canada: Established in 2001, New Line Skateparks is a globally-renowned industry pioneer with over 400 highly acclaimed municipal skatepark/bike park/pump track projects completed throughout the United States and ALL Provinces in Canada (New Line's Canadian capabilities, experience and portfolio of concrete design-build work is unmatched by any provider in our industry). Our resources and unique depth of proven design-build experience in both Countries allows us to serve Canadian and US Sourcewell participating entities in the highest quality and efficient manner possible. Our Signature Approach and Depth of Offerings: THOROUGH SITE SELECTION, MASTER PLANNING AND FEASIBLITY STUDIES - New Line provides planning expertise to municipal governments for action sports networks as well as individual project developments. Through completing the award winning Vancouver Skateboarding Amenities Strategy, as well as Skateboarding/Action Sports Master Plans for Lethbridge AB, Arlington TX, Port Coquitlam BC, and Waterloo ON, we have established a proven, transparent and credible planning process that has been widely recognized as a benchmark for our industry. Whether it be site selection, feasibility studies, fundraising programs, or long term facility development strategies, we strive to offer the most qualified and experienced mix of personnel and specialized resources for each unique skatepark/pump track/ bike park planning challenge. MEANINGFUL PUBLIC/COMMUNITY CONSULTATION – New Line provides comprehensive consultation services to facilitate community input in the design of Skateparks and other progressive public spaces. As passionate skateboarders and avid park users ourselves, we know how important participation by youth and other members of the community will be to the long term success of each project. No matter what project size, we deliver a tailored program of hands-on, interactive design workshops and public presentations facilitated by principal members of our team. Outside of our scheduled meetings, youth and other stakeholders are encouraged to continue to submit written comments, sketches, pictures etc. through our specially developed custom web survey for immediate and ongoing feedback. Overall, we believe engaging the community in a meaningful way is one of the most critical aspects of any skatepark design journey and a key factor to our team's continued success. COMPELLING DESIGN - NLS designs award winning municipal concrete skateparks and other wheeled sport environments that continually set the bar for international skatepark, bike park and pump track development. From day one, we have chosen to think outside the 'concrete square' by leading the industry in introducing: - Adaptive skatepark design accommodations for skatepark and pump track users with physical impairments (ie. Wheelchair MX, visually impaired/blind riders) - Integrated rideable art/sculptural installations inspired by each specific community's culture and history - 'Green'/LEED/SITES sustainable development initiatives - CPTED principles - Innovative materials and aesthetic detailing Progressive skatepark/bike park/pump track lighting schemes and multimedia installations Skateable donor recognition signage - Architecturally striking skatepark roof structures - Urban skateparks and pump tracks specialized for DOT controlled under-vehicular viaduct sites We believe that every project and community has a unique 'story' that can be told through authentic and enduring skatepark architecture. To realize our unique designs, we take great pride in delivering photorealistic 3D facility modeling, animated project 'fly-through' experiences, and certified technical drawings to ensure complete project understanding and a thorough construction process for each park. PREDICTABLE, PREMIUM QUALITY CONSTRUCTION - New Line Skateparks is one of North America's most experienced providers of large-scale municipal skatepark construction services - serving as the General Contractor on a significant portion of the 400 + projects completed by our team. Whether it be complete turnkey project solutions or specialty services/products, we are recognized as a global leader in the development of site-built concrete skatepark construction technology and techniques. Our team has also worked hard to lead the industry in cost and schedule control, safety (COR certified), and concrete quality	*

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		accreditation - with a guarantee of design-build budget certainty, prompt project performance, and ACI (American Concrete Institute) certified team members overseeing all shotcrete operations. Finally, New Line Skateparks has been fully bonded and insured for over 24 years and employs dedicated field staff leading municipal skatepark projects across the world. PROGRESSIVE POST OCCUPANCY AND PROGRAMMING CONSULTING - Upon project completion, New Line Skateparks offers the most comprehensive suite of ongoing facility programming consulting in the industry. This includes support of facility grand opening celebrations and consulting on ongoing programming initiatives from our key staff who have authored some of the first Skatepark Instructor Training, Public School and Municipal + Not for Profit skatepark/bike park/pump track programming curriculums in North America.
46	Describe your process in building a sanctioned BMX course and how you meet the USA BMX or Union Cycliste Internationale (UCI) requirements	While New Line Skateparks has not developed a UCI sanctioned BMX course to date (most of our completed bike related work is in pump tracks and bike parks), our team is exploring pursuing compliance for designing pump tracks that meet UCI requirements. We recognize that this will combine site evaluation, certified 3D design/CAD, specific materials and construction methods and testing – to ensure a track is safe, competitive, and eligible for UCI events or homologation. Understanding of broad-level UCI requirements: • A defined track layout and geometry that supports fair, repeatable racing (flow, consistent berms/rollers, defined start/finish, adequate width). • Surface and build tolerances that provide predictable traction and consistent lap times (paved or otherwise specified surface per the event's class). • Safety features: run-off space, spectator separation, appropriate barriers/fencing, and compliance with event- and local-safety codes. • Integration for timing and event infrastructure (timing loops, camera positions, marshal areas). • Accessibility and logistics: safe access for riders and officials, equipment staging, and service/maintenance access. • Documentation and testing to demonstrate compliance for homologation or event approval. How New Line Skateparks aims to meet those needs: • Site assessment and feasibility: surveys, grading analysis, drainage, and neighbouring uses to confirm the site can support a UCI-compliant layout and the required run-off/spectator zones. • UCI-aware design process: 2D plans and 3D CAD/terrain models showing exact geometry, lines, sightlines, and width tolerances so features meet competition standards and rider expectations. • Surface and materials expertise: selection of durable, consistent surfaces (or modular paving systems) and construction techniques that produce predictable traction and minimal maintenance—important for timed events. • Safety-first construction: engineered berms, transitions, clear run-off areas, spectator barriers, and certified surfacing where required and coordination with local authorities.
47	Describe the methods or techniques that impact the durability or longevity of your product.	New Line Skateparks strives to develop the most durable, longest-lasting skatepark, bike park and pump track solutions available, leveraging over 24 years of design/engineering and construction experience in varied weather regions (including significant freeze/thaw regions) throughout the United States and Canada. 4 of the most critical areas that affect custom action sports facility durability and longevity are as follows: 1. Geotechnical / Site Base Data - Our experience has shown that many skatepark/bike park/pump track sites can pose certain challenges to development due to the presence of unstable sub surface conditions that stem a variety of factors. Our team is well prepared for these type of challenges and has extensive experience designing and building over existing concrete foundations/slabs, contaminated sites, high water tables, flood plains and variable ground conditions throughout the United States and Canada. For each project's unique geotechnical and civil requirements, our team has employed an engineering process that draws on the skill and experience of our internal staff as well as the direction of local geotechnical engineers with relevant first-hand knowledge and expertise relevant to the ground conditions of in the location we're working in. We ensure the entire team clearly understands the nature of the proposed facility and then jointly develop our final grading and drainage, base prep, and structural details for the park. For every project, our team matches a thorough understanding of geotechnical conditions with a full analysis of all existing civil infrastructure that may be eligible for tie-in with the new development. The result will be a final design plan that maximizes the potential of all suitable existing site infrastructure while mitigating any negative effects that potentially challenging sub surface conditions may have on the final budget and facility play value. 2. BMX Reinforced Coping / Custom Edge Detailing - With the range of users taking advantage of the new recreational opportunities afforded by youth parks, we have seen some challenges to strong construction and durability. Skateboards, bmx, and inline, all have an impact on the park and it is critical to provide a 'heavy-duty' finish so that the park maintains a safe and 'new' feeling for many years. One of the main issues related to park degradation is weak edges. These edges exist on all concrete features, either at coping or

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on steel edged ledges.

One “optional” innovation that was brought about due to concrete damage from bmx ‘pegs’ was the alteration of our coping detail. We now utilize heavy gauge steel plates welded to the top of coping (with the appropriate offset for ‘locking-on’), set flush in the outer deck of the park. This detailing is used exclusively by our team and provides a consistent and heavy wear plate for the extended pegs of modified bmx. This innovation does not affect the skateability of a park, but enhances the long-term wear of the concrete.
Another innovation in edge detailing is the use of custom poured concrete edges. The construction team prepares a number of forms that replicate the concrete edges of surrounding seat walls and ledges. These ‘concrete coping’ elements are bolted into place where traditionally we have placed steel edging. This element provides a true ‘street’ feel. Skaters have commented that they appreciate some elements within the park that allow them to have a true concrete grind edge. This concrete element can be changed after a period of heavy wear, without large cost or time expenditure. The result is a park that feels ‘new’ for an extended period of time.

3. Concrete Mix Design and Reinforcement - While the skatepark must be formed, shaped, and finished correctly, it is critically important not to overlook the intricacies of effective concrete mix design and reinforcement specifications. As one of the North America’s longest running municipal concrete skatepark/bike park/ pump track builders, New Line Skateparks brings over 24 years of proven concrete mix design and reinforcement research and field testing to every project undertaken. Each specialized concrete mix design variation and associated steel reinforcement specification has been developed with feedback from multiple engineering disciplines, ready-mix suppliers, and ACI / ASA certified concrete consultants, and will be tailored to each skatepark’s/bike park’s/pump track’s unique terrain elements (ie. flat vs ledge, vs. bank vs. transition vs oververtical), site-specific engineering recommendations, and regional aggregate properties. The result will be a final facility with superb concrete durability and performance specific to local climatic conditions (including heavy freeze-thaw regions) for the project. Our continued leadership in the field of skatepark-specific concrete mix design and reinforcement technology is a major reason our team has earned the trust of communities across the Continent.

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4. Facility Inspections, Testing and Maintenance - Having the appropriate checks and balances is important for any skatepark/bike park/pump track construction project. Our team will be available to commission a series of testing over the project’s course including fill compaction as well as various concrete mix design, slump, and cure tests. In addition, we will work with the Owner to create an open schedule of inspections by the appropriate municipal staff and local regulatory bodies. This will then be backed by our comprehensive warranty program with regular review inspections conducted by senior staff from our regional bases across the United States and Canada Prior to opening our crews will also conduct a maintenance and care seminar with appropriate City Staff. This will include an onsite ‘hands on’ session covering typical maintenance and operations procedures. Finally, a comprehensive park operations and maintenance manual will be provided for reference, and we are always available for assistance with our parks at anytime. As much of the park will be constructed highly durable municipal grade concrete based on the best practices of our 24 year industry tenure, the facility will require relatively minimal maintenance over the expected 25-30+ year life span. That said, we encourage our clients to engage in regular inspections and some level care for the park each season.

48	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	Adding to (and expanding on) some of our team's advancements noted in section 42, 45 and 47, New Line Skateparks is skateparks is also leading the industry in advancements for: • Adaptive Skatepark and Pump Track Development for Riders with Physical Disabilities – Working closely with professional and recreational athletes from the Adaptive Sports Community + Federal and State Accessibility compliance professionals, New Line Skateparks is charting new territory in Public Skatepark and Pump Track Development that specifically responds to the needs of users/riders with physical disabilities/impairments. This includes Public Skatepark and Pump Track projects that include terrain and amenity accommodations for blind/visually impaired skateboarders/users and wheelchair (wheelchairMX) athletes. Exploration and implementation of Audio Beacons, Surface Textural Ques, High Contrast Integral Concrete and Highly Specialized Rideable Feature Amendments developed by our team are opening a new chapter for public skateparks and pump tracks that will increase facility user diversity and safety for those with impairments. Moreover, our adaptive skatepark and pump track facility developments are supporting a growing group of formal organizations who are pursuing sanctioned competitive events and physically impaired skatepark and pump track athletes. • Under-Bridge/Viaduct Skatepark and Pump Track Development – Starting in 2004 with the internationally-renowned Vancouver BC Downtown Under-Bridge Skate Plaza, New Line Skateparks has become widely recognized as the leader in design-build advancements for public concrete skateparks and pump tracks in DOT-controlled under-bridge/vehicular viaduct settings. Since that point, our team has led the development of 7 other high-profile, urban under-viaduct developments spanning from downtown San Francisco CA and Birmingham AL to our most recent assignment in the heart of Kansas City, MO. From this experience, we have developed concrete skatepark and pump track engineering and construction advancements that comply with DOT regulations to activate these unique, often underutilized spaces in a creative, safe and enduring manner. • Integrated Skatepark + Pump Track Roof/Covered Structures - Innovative architectural roof structures and creative park shelters have received considerable attention in the international municipal action sports park industry over the 5 years, and along with our leadership in the skateable art movement, our team has been honored to introduce the first purpose-built, artistic municipal skate/bike park roof structures in North America. Starting with the Chuck Bailey covered youth park in 2011, and followed up with our landmark Cloverdale covered youth park in 2014, we were able to demonstrate the tremendous successful impact introducing compelling covered structures within the skate/bike park environment can have. This impact not only relates to facilitating safe skateboarding/bike activity in the park during inclement weather, but also for opening up opportunities for special events, shade, artistic installations, and servicing hubs (water, power, multimedia). Our unique experience with skatepark/bike park specific roof structures has provided our team with a rare ability to provide custom architectural installations that are functional within the context of a complex action sports environment as well as visually striking, safe, durable and cost effective.

49	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Through our comprehensive consultation and design process led by our experienced design-build professionals, our final skatepark/pumptrack/bike park solutions offer safe and inclusive opportunities for every ability of rider. This includes designated beginner zones, appropriate off-sets between obstacles, safe spectating areas, and safety + park etiquette signage. Our active understanding of how skate/bike parks and pump tracks allows us to design solutions that promote seamless flow and mitigate risks of conflict/collisions within the park. We pride ourselves on creating the most progressive action sports environments available to the public. Of paramount importance is the safety and welfare of the user group. The following measures are implemented to ensure user safety and a high level of accessibility for each park: - Terrain accessibility analysis for various skill levels and abilities - Fulfillment of relevant ADA requirements and enhanced design efforts to encourage use of the facility by individuals with disabilities - Crime Prevention Through Environmental Design analysis for all facilities - Considering views from adjacent properties and facilities - Noise reduction where applicable - Gender equity considerations during design process - Appropriate professional drawing review and seal during design development - Provision of post completion facility programming consulting (ie. lessons, events, etc) Further Information on Accessibility: As outlined in section 48, accessibility and safety must be considered when developing an inclusive public skateboarding/ BMX facility. Our team is no stranger to designing to various State/Provincial and Municipal accessibility requirements and is currently working with compliance officials for many of our parks underway in multiple jurisdictions throughout the United States and Canada. This work has afforded us with an in depth understanding of the most recent skatepark/bike park/pump track accessibility considerations, which we will utilize as a base for every project we undertake. However, our team desires to look beyond State regulations by exploring additional creative design options that will allow for an even more inclusive experience for active park users with physical impairments. Our recent work has included terrain design adaptions for skateboarders with visual impairments and Wheelchair MX riders who also desire to ride skatepark/bike park/pump track features.
50	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	New Line Skateparks' greatest advantage is offering the most innovative and comprehensive turn-key design-build solutions for municipal-grade skateparks, pump tracks and bike parks in both the United States AND Canada. This means: • Unparalleled Cross Border Experience: No other firm in our industry has the diversity of project exposure, resources and experience in both the United States AND Canada. In addition to our well-established portfolio across the United States, we have worked in all Provinces across Canada (for over 24 years). This has provided us with a unique ability to deliver the full suite of action sports design-build services that respond to the most diverse geographic climate conditions (including heavy freeze-thaw regions) and regulatory requirements of clients across the continent. • One-Stop and In-House: All primary key design professionals (licensed landscape architects and engineer) and construction personnel (licensed GC and ACI accredited concrete experts) are in-house and on-staff. We handle ALL aspects of the skatepark/pump/track design-build process – from project feasibility planning, fundraising assistance and site selection to full engineered design and construction execution (including associated facility landscaping and support amenities installation). • Unique and Extraordinary Project Delivery: We not only create world-class action sports facilities, but an amazing public spaces that serve as a marquee destinations for the community. On top of bold, compelling, and highly accessible forms of skatepark/pump track/bike park terrain inviting to all abilities, we work with local youth and families to create a 'signature' of community. This means 'landscape-led' sustainable civil programs, locally-inspired skateable/rideable art installations, adaptive design considerations, creative facility lighting and multimedia, integrated roof/covered structures, and strong connections to the surrounding park context. Our construction delivery process is predictable, budget and schedule certain, and unsurpassed in quality and longevity – proven with a track record of over 25 years of operation and 400+ completed projects.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	New Line Skateparks is not a certified WMBE, SBE or a veteran-owned business. However, we're committed to diversity in the workforce and support the use of such firms. We regularly partner with them and other subconsultants with small business status. As a firm, we embrace an inclusive environment by valuing all individuals and their many diverse backgrounds. Thus, we are better able to deliver high-quality services to our clients, create competitive advantages, and drive market leadership. It's an established United States government and New Line Skateparks policy to provide an equitable and proactive opportunity for minority businesses, small businesses, disadvantaged businesses, women-owned small businesses, and HUBZones to compete for New Line Skateparks subcontracts and purchases consistent with their capabilities, government requirements, and New Line Skateparks' Owner's contractual requirements. Our policy is to confirm that small business concerns, including those owned and controlled by socially and economically disadvantaged individuals, will have the maximum practical opportunity to participate in the performance of subcontracts awarded. New Line Skateparks employs equitable and proactive practices in offering opportunities to small and minority businesses. New Line Skateparks is proud of its past and current efforts in seeking, contracting with, and—more importantly—working with these small businesses. Our corporate history in meeting and exceeding subcontracting goals established in our small business plans is excellent. New Line Skateparks' approach is to actively seek minority businesses, small businesses, disadvantaged businesses, women-owned small businesses, and HUBZones that share our high-quality standards, service, timeliness, and reasonable cost.	*
52		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A - Any Owner requirements for MBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
53		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A - Any Owner requirements for WBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
54		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A - Any Owner requirements for DOBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
55		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A - Any Owner requirements for VBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A - Any Owner requirements for SDVOB subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
57		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A - Any Owner requirements for SBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
58		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A - Any Owner requirements for SDB subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
59		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A - Any Owner requirements for WOSB subconsultant/subcontractor project participation to be addressed on a case by case basis.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

60	Describe your payment terms and accepted payment methods.	New Line Skateparks will submit billing once monthly on a percentage of project completion basis with typical payment terms of net 30. Accepted payment methods are typically Check and/or ETF (Bank Transfer). Payment terms may be open to adjustment based on each unique client's needs.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	New Line Skateparks is actively exploring financing options with National Cooperative Leasing (NCL) to provide Sourcewell members finance solutions. If our team is successful securing a Sourcewell contract, NCL traditional leasing and financing programs may be offered along with customized financing solutions.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	1. Scope of Work and Price Agreement - Summary of Project Scope Inclusions/Exclusions, Schedule and Pricing Breakdown. 2. Supplementary Agreement Terms and Conditions - Addressing project-specific items such as prevailing wage, bonding requirements, project-specific items, and additional legal terms/conditions.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, not at this time. This may be something we explore in the future if successful on the Sourcewell contract to expand our offerings for participating entities.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Skatepark, Pump Track, Bike Park and BMX Track Design-Build Services and Labor are priced per relevant line-item, depending on the project scope. All design-build service pricing is presented at the unit level and includes both standard and Sourcewell discounted rates (7%). Any Sourced/Open Market Materials & Services will be priced on a cost plus a percentage basis, with our Sourcewell discount (7%) applied. For our design-build projects, development of a scaled Preliminary Concept Design will serve as the starting point to inform quantities for our base Unit Cost Breakdown. As design development progresses to the point of 100% Construction Documents (and if design amendments arise), this Unit Cost Breakdown will be updated, and correspond with an adjustment the overall project price (in conjunction with any Sourced Materials and/or Services). A complete line-item pricing workbook is included in the document upload section. Each billing cycle includes full invoice documentation showing installed quantities, stored materials, applicable unit prices, and supporting backup.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are providing a 7% discount on all design-build services.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	If 3 or more projects are contracted on a single purchase order within the same municipality/community, an additional 3% discount will be provided for design services.	*
67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As noted in section 64, Sourced Materials & Services will be priced on a cost plus percentage basis, with our Sourcewell discount (7%) applied.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We do not foresee any additional costs that would not be addressed within our pricing/pricing model.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once a final product selection is resolved, we obtain the most optimal and cost-effective shipping rates for approval by the client.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping would apply - container shipping for goods to Hawaii and Alaska. We regularly ship throughout Canada.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	New Line Skateparks does not offer any non-typical distribution or delivery methods.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Sourcewell pricing will be activated within our financial mgt system. Upon receipt of an order, all relevant management staff will be notified that the project is being contracted through Sourcewell. Each order will be cross checked against the Sourcewell price list prior to fulfillment. At the end of each quarter, sales will be reviewed and a report prepared for Sourcewell with all applicable sales and the appropriate fee.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	- Prospects per quarter introduced to Sourcewell purchasing option. - Clients per quarter contracted through Sourcewell. -Customer satisfaction survey per quarter for Sourcewell-contracted clients. - Quarterly level of compliance with Sourcewell reporting requirements (level of variance from 100% compliance).	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Two percent of gross sales.	*

Table 6B: Pricing Offered

In Process

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	New Line Skateparks is providing Sourcewell participating entities with a 7% discount.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Skateparks AND Bike Parks (full design-build services) • Feasibility Planning and Project Funding Source/Fundraising Consulting • Site Selection Studies • Multi-Facility / Network Master Planning • Site Analysis (including drone surveys) • Concept Design, Technical Design and Construction Documents • Adaptive Design Consulting • Cast-in-Place Concrete Parks (above ground and inground) • Pre-Cast Concrete Elements • Asphalt Parks • Metal Parks • Wood Parks • Installation • Maintenance and Repair • Warranty • Post Occupancy Programming Consulting Pump Tracks (full design-build services) • Feasibility Planning and Project Funding Source/Fundraising Consulting • Site Selection Studies • Multi-Facility / Network Master Planning • Site Analysis (including drone surveys) • Concept Design, Technical Design and Construction Documents • Adaptive Design Consulting • Cast-in-Place Concrete Pump Tracks (above ground and inground) • Asphalt Pump Tracks • Organic Aggregate Pump Tracks • Installation • Maintenance and Repair • Warranty • Post Occupancy Programming Consulting BMX Tracks (full design-build services) • Feasibility Planning and Project Funding Source/Fundraising Consulting • Site Selection Studies • Site Analysis (including drone surveys) • Concept Design, Technical Design and Construction Documents • Adaptive Design Consulting • Cast-in-Place Concrete BMX Tracks (above ground and inground) • Asphalt BMX Tracks • Organic Aggregate BMX Tracks • Installation • Maintenance and Repair • Warranty • Post Occupancy Programming Consulting * New Line Skateparks also offers custom design-build services for support amenities for all key product categories listed above including: full landscaping, lighting, custom site furnishings, custom facility signage, etc)	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sub Categories include skateparks, bike parks and pump tracks in multiple surface/build mediums as described in section 76	*
78	Describe your installation methods and if your company installs or if the entity finds their own installer.	New Line Skateparks installs all skateparks, bike parks, pump tracks and BMX parks directly.	

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Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments *	
79	Skatepark	(•) Yes ( ) No	All components associated with the design and build of skateparks are offered.	*
80	If yes to 79: Skatepark-material including, but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	All components associated with the design and build of skateparks are offered.	*
81	Bike Park	(•) Yes ( ) No	All components associated with the design and build of bike parks are offered.	*
82	If yes to 81: Bike Park-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	All components associated with the design and build of bike parks are offered.	*
83	Pump Track	(•) Yes ( ) No	All components associated with the design and build of pump tracks are offered.	*
84	If yes to 83: Pump Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	All components associated with the design and build of pump tracks are offered.	
85	BMX Track	(•) Yes ( ) No	All components associated with the design and build of BMX tracks are offered.	
86	If yes to 85: BMX Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	All components associated with the design and build of BMX Tracks are offered.	
87	Equipment, Accessories, and Services related to the offering of the solutions described above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	(•) Yes ( ) No	All components associated with the design and build of BMX Tracks are offered.	

In Process

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 88. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

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Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell Pricing Schedules (US and CAN) - New Line Skateparks.pdf - Thursday September 04, 2025 10:43:12
- Financial Strength and Stability - Financial Strength and Stability Support Documents.pdf - Wednesday September 03, 2025 18:33:07
- Marketing Plan/Samples - Sample Print and Digital Marketing Assets - New Line Skateparks.pdf - Wednesday September 03, 2025 18:33:50
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sample Typical Transaction Documents - New Line Skateparks.pdf - Wednesday September 03, 2025 18:34:10
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kyle Dion, President and CEO, New Line Skateparks FL, Inc

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The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Skatepark Bike Park Pump Track RFP 090425 Tue August 26 2025 11:48 AM	☑	1
Amendment 1 Skatepark Bike Park Pump Track RFP 090425 Wed July 23 2025 07:22 AM	☑	1

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NEWLINE SKATEPARKS

THE LEADER IN INTEGRATED SKATEPARK ENVIRONMENTS

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that **New Line Skateparks FL, Inc.** does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of **New Line Skateparks FL, Inc.** proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____ Date: 08/25/2026

Printed Name: Kyle Dion Title: President and CEO

Entity: New Line Skateparks FL, Inc.

In Process

NOTARIAL ACKNOWLEDGMENT

~~STATE OF~~ City Langley

~~COUNTY OF~~ Province British Columbia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 20 26, by Kyle Dion, Director of New Line Skateparks FL, Inc., a Florida corporation, on behalf of the corporation. He is ☐ personally known to me or ☒ has produced B.C. DL as identification.

[Notary Seal]

Notary Public Signature: _____

Name (typed, printed, or stamped): _____

My Commission Expires: Permanent

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment

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NEWLINE SKATEPARKS

THE LEADER IN INTEGRATED SKATEPARK ENVIRONMENTS

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(14), Florida Statutes, the undersigned, on behalf of **New Line Skateparks FL, Inc.** (the "Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Signature: _____ Date: 08/25/2026

Printed Name: Kyle Dion Title: President and CEO

Entity: New Line Skateparks FL, Inc.

In Process

NOTARIAL ACKNOWLEDGMENT

STATE OF ~~city~~ Langley

COUNTY OF British Columbia ~~Province~~

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 20 26, by Kyle Dion, Director of New Line Skateparks FL, Inc., on behalf of the corporation. He is ☐ personally known to me or ☒ has produced BC DL as identification.

[Notary Seal]

Notary Public Signature: _____

Name (typed, printed, or stamped): _____

My Commission Expires: Permanent

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment

Official Website of the Department of Homeland Security
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Client Enrollment

Review & Submit

- COMPANY INFORMATION
- EMPLOYER CATEGORY
- HIRING SITES
- CONTACTS
- REVIEW & SUBMIT

Company Information

Company Name	Company ID	Doing Business As
NEW LINE SKATEPARKS FL INC	1288229	
DUNS Number	**Physical Address**	**Mailing Address**
	137 W MARION AVENUE #1 EDGEWATER, FL 32132	137 W MARION AVENUE #1 EDGEWATER, FL 32132
Employer Identification Number	**County**	**Total Employees**
32-0531713	Volusia	10 to 19
NAICS Code	**Sector**	**Subsector**
238	Construction (23)	Specialty Trade Contractors (238)

In Process

Edit Company Information

Company Category

Verify i9

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NEWLINE SKATEPARKS

THE LEADER IN INTEGRATED SKATEPARK ENVIRONMENTS

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The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Signature: _____ Date: 08/25/2026

Printed Name: Kyle Dion Title: President and CEO

Entity: New Line Skateparks FL, Inc.

In Process

NOTARIAL ACKNOWLEDGMENT

STATE OF ~~city~~ Langley

COUNTY OF British Columbia ~~Province~~

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 20 26, by Kyle Dion, Director of New Line Skateparks FL, Inc., on behalf of the corporation. He is ☐ personally known to me or ☒ has produced BC DL as identification.

[Notary Seal]

Notary Public Signature: _____

Name (typed, printed, or stamped): _____

My Commission Expires: Permanent

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** G.2

Department PUBLIC WORKS **Division** FLEET MANAGEMENT	**Amount Over $100k** **Org/Account #** 65010071-052000

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES

Presenter: **Matthew Mancill, Director of Public Works**

Attachments:

1. Resolution
2. Piggyback Contract

Background:

The Public Works Fleet Division is responsible for the repair and maintenance of City vehicles and equipment. This includes the ongoing purchase of tires, tubes, and related services necessary to maintain the operational readiness of the City's fleet.

Staff recommends utilizing National Association of State Procurement Officials (NASPO) Master Agreement #24156 with Boulevard Tire Center for the purchase of tires, tubes, and related services on an as-needed basis. The agreement is currently effective through March 31, 2027, with three additional one-year renewal options.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES

RESOLUTION 2026-___
BOULEVARD TIRE – NASPO MA #24156 PIGGYBACK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 CONTRACT WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Boulevard Tire Center has expressed a desire to provide tires, tubes, and related services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the National Association of State Procurement Officials (NASPO) Master Agreement #24156 contract with Boulevard Tire Center for the purchase of tires, tubes, and related services.

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

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

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the National Association of State Procurement Officials (NASPO) Master Agreement #24156 and Boulevard Tire Center for the purchase of tires, tubes, and related services as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Piggyback Contract with Boulevard Tire Center

Docusign Envelope ID: 8E4E9299-3156-8C38-81C3-6FC917B5AF0A

BPO Review

Signed by:
Marcus Duffy
A9D59FA5D9FD417...
City Legal Review

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Boulevard Tire Center

Bid/Contract Ref # NASPO MA#24156 Tires, Tubes, & Services

Agency Name: National Association of State Procurement Officials (NASPO)

Contract Type: Piggyback

Contract Value OVER $100K

Resolution # 2026-_____ **City Council Approval Date:**_____

Contract Term End Date 3/31/2027

Renewable Y/N Y **If yes # and length of renewals:** Three (3) Additional 1-Year Renewals

City's Project Manager(s) Justin Jenkins

In Process

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the NASPO Agreement for Tires, Tubes, & Services as needed.

Approvals:

Responsible Dept. Director _____ **Date:**_____

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email Jason Kervin jkervin@boulevardtire.com

Docusign Envelope ID: 8E4E9299-3156-8C38-81C3-6FC917B5AF0A

city of PALM COAST

Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

Boulevard Tire Center
ATTN: Jason Kervin
418 Highway 27/441
Lady Lake, FL, 32159

RE: Engagement Letter Authorizing Piggyback

National Association of State Procurement Officials Master Agreement #24156
Contract Name

Tires, Tubes, & Services
Contract Reference

Dear Jason,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

By: Yan Lapointe
(Authorized Signatory)

Print Name: Yan Lapointe

Title: CFO

Date: 9/3/2026

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ENGAGEMENT LETTER ADDENDUM

1. **E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

In Process

2. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

In Process

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

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10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

By: Yan Lapointe
(Authorized Signatory)

Print Name: Yan Lapointe

Title: CFO

Date: 9/3/2026

In Process

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Earl W. Colvard, Inc. dba Boulevard Tire Center is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

In Process

Printed Name: Yan Lapointe

Title: CFO

Signature: Yan Lapointe Digitally signed by Yan Lapointe Date: 2026.09.03 15:30:30 -04'00'

Date: 9/3/2026

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Earl W. Colvard, Inc. dba Boulevard Tire Center *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired have had their work authorization status verified through the E-Verify system.

A true and correct copy of Earl W. Colvard, Inc. dba Boulevard Tire Center *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Yan Lapointe

Print Name: YAN LAPOINTE

Title: CFO

Date: 9/3/2026

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of September, 2026 by Yan Lapointe, CFO *[name of officer or agent, title of officer or agent]* of Earl W. Colvard, Inc. dba Boulevard Tire Center *[name of contractor company acknowledging]*, a Florida *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

Tina Gilmer

Notary Public

[Notary Seal]

TINA GILMER
Notary Public - State of Florida
Commission # HH 279579
My Comm. Expires Oct 15, 2026
Bonded through National Notary Assn.

Tina Gilmer

Name typed, printed or stamped

My Commission Expires: Oct. 15, 2026

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Company ID Number: 215557

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Earl W. Colvard (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

In Process

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

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B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

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2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

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7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

In Process

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

In Process

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Company ID Number: 215557

Approved by:

Employer Earl W. Colvard	
Name (Please Type or Print) CHERYL B KERVIN	Title
Signature Electronically Signed	Date 05/22/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/22/2009

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Company ID Number: 215557

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Earl W. Colvard
Company Facility Address	816 S. Woodland Blvd. Deland, FL 32763
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	592183177
North American Industry Classification Systems Code	811
Parent Company	Earl W. Colvard
Number of Employees	100 to 499
Number of Sites Verified for	26

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Company ID Number: 215557

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	26 site(s)

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Company ID Number: 215557

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Debbie L Kane
Phone Number	(386) 734 - 6447 ext. 254
Fax Number	(386) 873 - 0001
Email Address	dkane@boulevardtire.com

Name	Karen Jo Griffin
Phone Number	(386) 734 - 6447 ext. 203
Fax Number	(386) 734 - 5969
Email Address	kgriffin@boulevardtire.com

Name	CHERYL B KERVIN
Phone Number	(386) 734 - 6447 ext. 202
Fax Number	(386) 873 - 0001
Email Address	ckervin@boulevardtire.com

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of VOLUSIA

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of Earl W. Colvard, Inc. dba Boulevard Tire Center (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 9/3/2026

Signed: Yan Lapointe

Entity: Earl W. Colvard, Inc. dba Boulevard Tire Center

Name: YAN LAPOINTE

Title: CFO

Sworn to (or affirmed) and subscribed before me this 3rd day of September, 2026, by YAN LAPOINTE.

TINA GILMER
Notary Public - State of Florida
Commission # HH 279579
My Comm. Expires Oct 15, 2026
Bonded through National Notary Assn.

Notary Signature

Tina Gilmer

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

[NOTARY SEAL]

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SUBJECT: ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

BID #: SC-0340-24 **OPEN DATE:** 3/6/2024

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – THREE (3) YEARS FROM THE DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Miller Electric Company as the lowest responsive, responsible bidder. Period of service will be three (3) years from the date of award with two (2) one (1) year renewal options. Estimated initial not-to-exceed award amount will be $2,000,000.00.

Funding for this award will be encumbered from various agency accounts and executed by Purchase Orders.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Terms & Conditions, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 3/14/2024

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 3/18/2024

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

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A NEW DAY.

City of Jacksonville, Florida
Donna Deegan, Mayor
Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 630-CITY
Jacksonville.gov

MEMORANDUM

TO: **Dustin Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, P.E., Director**
Department of Public Works

DocuSigned by:
1EFA223D5D23487

FROM: For **Roy Birbal, Chief**
Public Buildings Division

SUBJECT: **Recommendation to Award SC-0340-24**
Miller Electric Company
Electrical Services for City Buildings

DATE: **March 7, 2024**

In response to the solicitation for bids to provide Electrical Services for City Buildings, the Procurement Division received two (2) responses and forwarded the results to the Public Buildings Division to review for a recommendation to award.

After reviewing the bid, the Public Buildings Division recommends approval of award to the lowest responsive, responsible bidder, Miller Electric Company, in the maximum indebtedness of $2,000,000.00.

Funding for this award will be encumbered by Purchase Order Agreement dependent on funding, the appropriate account for the buildings being served and fiscal year.

The term of this agreement is three (3) years from the date of the award with two (2) one (1) year renewal options.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or need additional information regarding this request, please contact Kelly Hooten at 255-4340.

Attachments: Bid Tabulation
Vendor Bid

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BID TABULATION

				Brooks Building Solutions		Miller Electric Company	
Title:	Electrical Services for City Buildings - Re-Bid						
Bid No.:	SC-0340-24						
Close Date:	March 6, 2024						
Analyst:	David Klages						
No. Invited:	(6) **No. Received:** (2) **Other:** (1)						
Announcer:	Melissa Pierce						
Recorded By:	Michelle Spitler						
Item #	**Description**	**Unit of Measure**	**Est. Annual Quantity**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	Licensed Electrician – Regular Hours	Hour	1,000	$114.50	$114,500.00	$100.00	$100,000.00
2	Helper/Apprentice – Regular Hours	Hour	500	$60.50	$30,250.00	$60.00	$30,000.00
3	Licensed Electrician – Overtime Hours	Hour	100	$148.00	$14,800.00	$135.00	$13,500.00
4	Helper/Apprentice – Overtime Hours	Hour	50	$115.00	$5,750.00	$85.00	$4,250.00
5	Mark-up on Materials **(16% Maximum)**	Each	250,000	16% markup	$290,000.00	16% markup	$290,000.00
6	Mark-up on Subcontractors **(10% Maximum)**	Each	50,000	10% markup	$55,000.00	10% markup	$55,000.00
			Total Bid (Items 1 - 6):	**$510,300.00**		**$492,750.00**	
			Terms:	Not Stated		No Discount	
			Delivery:	N/A		N/A	
			Signed Bid Form:	Yes		Yes	
			Bid Proposal Form:	Yes		Yes	
			Conflict of Interest Certificate:	Yes		Yes	
			Business References:	Yes		Yes	
			FDOT Project List that Includes Bridge Work:	No		Yes	
			Licensed Electricians List:	Provided Copies of Licenses		Yes	
			Addenda:	N/A		N/A	

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TERMS AND CONDITIONS

ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Electrical Services for City Buildings** as listed in the bid documents.

2. **AWARD**
Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**
The term of this agreement will be three (3) years from the date of award with two (2) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

   a. Bidder must have a current "Certified Electrical Contractor" license from the State of Florda, Department of Business & Professional Regulation (link below) at the time of bid opening."

      https://www.myfloridalicense.com/wl11.asp?mode=1&SID=&brd=&typ=

   b. Bidder must have a minimum of eight (8) years of experience as a State of Florida Licensed Electrical Contractor with commercial annual sales totaling in excess of three million dollars ($3,000,000.00) for the last three (3) years.

   c. Bidder must have completed projects working directly with the Florida Department of Transportation (FDOT) that include lane closures **and** bridge work within the past four (4) years.

   d. Bidder must maintain a minimum of six (6) full-time licensed Electricians and at least one (1) full-time Journeyman/Master Licensed Electrician.

   e. Bidder must have a minimum of six (6) fully equipped service vehicles containing the tools and equipment used in Commercial Electrical Contracting Service and Installation. A pre-award inspection of the company's vehicles and equipment may be made prior to award.

5. **PRE-BID CONFERENCE**
N/A.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. **The City reserves the right to add or delete items during the contract period.** The City will order on an as needed basis.

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8. **DELIVERY**
N/A.

9. **ESCALATION/DE-ESCALATION**
All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, a supplier may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

10. **PRICES**
All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. **PICK UP AND RETURNS**
The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **COMPLIANCE WITH SPECIFICATIONS**
The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. **INVOICING**
Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: Purchase Order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 45 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. **INSURANCE/INDEMNIFICATION**
Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. **REPORTING**
The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. **SUPPLIER ACCESSIBILITY**
The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

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SPECIFICATIONS

ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

Bidders shall not make changes to any document in this solicitation. Changes to this solicitation will be authorized only via posted addendum. Any unauthorized changes may result in rejection of the bid submittal.

Bidders must meet all the Minimum Requirements listed in the Terms and Conditions to be considered for award.

Part I – General

Scope of Work
The City of Jacksonville (Buyer/City/COJ) is accepting proposals from qualified electrical contractors for electrical installation, maintenance, and repair services at City owned or leased facilities at the request of the Public Buildings Division.

Scheduling of Operations
Contractor must note that work is generally performed in occupied facilities. The scheduling of work is of utmost importance. The Contractor will meet with Public Building Division representatives prior to scheduling and commencement of work.

Emergency repair service shall be available from the Contractor on 24-hour basis, 7 days a week, 365 days a year. Contractor must provide at least three (3) 24/7/365 emergency contacts for City-related emergencies.

Requirements of Regulatory Agencies
Contractor shall perform all work in accordance with applicable codes. The work shall be completed by certified and experienced persons skilled in the trade and in accordance with the best practices of the trade.

Contractor shall give all necessary notices, obtain all state and municipal permits, pay all fees necessary in connection with the installation, including sales and use taxes as applicable, and perform all tests as are called for by regulations of such authorities.

Security requirements will be the responsibility of the Contractor, including, but not limited to, providing workers who can pass security requirements, meeting application fees and renewals, and maintaining a staff of badged employees for any City facility.

Guarantee/Warranty
By entering into a contract with the City, the Contractor guarantees that the materials and workmanship are first-class in every aspect, and that the Contractor will make good any defect not due to ordinary wear and tear or improper use or care which may develop within one (1) year from the date of final payment.

City's Right to Terminate ForConvenience
The City reserves the right to terminate the contract for any reason by giving thirty (30) days written notice to the Contractor. If the contract is terminated for convenience, the City will be relieved of all further obligations other than payment for the amount of approved services actually performed up to the date of termination. Access to all work papers will be provided to the City after termination of contract.

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Part 2 – Outline of Services

Regular Requests

The Contractor shall respond to the facility for routine services within two (2) business days of being notified by the City. Work can commence without approval of a quotation for up to $500.00 for parts and labor total. Services requested over $500.00 for parts and labor will require an approved quotation prior to commencing.

After-Hours/Emergency Requests

The Contractor shall respond to the facility for after-hours/emergency service requests within two (2) hours of being notified by the City. Emergency services shall include corrective repair of any electrical problem required to restore the facility and/or ground to operational, secure, and safe condition. This work will commence with written (email or fax) authorization from the Public Buildings Division Facility Manager and prior to having an approved and signed estimate. Once an emergency scope of work is completed, a follow-up cost estimate will be submitted at the Contractor's earliest available opportunity for review/approval by the City for a further non-emergency scope of work to be completed.

After-Hours/Emergency requests are defined as requests made between 6:01 p.m. and 6:59 a.m., Monday – Thursday and between 6:01 p.m. Friday and 6:59 a.m. Monday.

Electrical Installation, Maintenance, and Repair Services

Electrical installation, maintenance, and repair services shall include, but not be limited to the following:

- Electrical conduit and wiring
- Lighting systems and light control systems
- Receptacles, switches, and data and telephone wall jacks
- Emergency lighting equipment and fire alarm systems
- Power and conduit to other systems such as HVAC systems, generators, UPSs or equipment
- Data and telephone cabling
- Conduit systems for communication and other electronic systems
- Pumps, motors, electrical breakers, and controls
- Low voltage wiring
- Refrigeration electrical equipment
- Air controls
- Generator systems
- Field and street lighting requiring a bucket truck
- Card access systems
- Irrigation-electrical valves and controllers
- Electrical furnaces
- Security alarm and CCTV systems
- Excavation, backfill, concrete and asphalt paving as it relates to the electrical scope of work to accomplish a complete installation
- Proven working knowledge of FDOT regulations
- Bridge, road, and waterway work

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Price
This shall be a labor and materials contract guided by the rates and pricing structure identified in the Bid Proposal Form. Proposals per individual work tasks shall be on a "Not to Exceed" basis. This is a Time and Materials contract, and all invoices shall be supported by documentation verifying the costs incurred. Should the scope or conditions change where the cost may be exceeded, authorization is required prior to exceeding the PO amount. This can include, but is not limited to, certified payrolls, copies of paid invoices for materials, subcontract agreements, etc. The City reserves the right to request firm price quotations for work/individual projects exceeding $4,500.00.

Rates shall take effect on the contract's start date and shall remain firm for the initial 12-month contract term unless the contract is terminated/cancelled. After the initial contract term, the Contractor may submit in writing a request for price escalation/de-escalation on an annual basis for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

The mark-up amount on materials, supplies, and equipment shall not exceed sixteen percent (16%). The mark-up on subcontractors' invoices shall not exceed ten percent (10%). Any Change Order request will require approval from the Public Buildings Division and are subject to verification. The Contractor shall provide a detailed breakdown of all costs in each work task.

Service calls and repairs shall be invoiced at the completion of each work task, according to the rates submitted on the Bid Proposal Form. All invoices shall include, at a minimum, the following information:

1. Purchase Order number under which the work is authorized.
2. Facility name and address where the work was completed.
3. COJ Facility Manager contact information (name).
4. Hourly rates and charges.
5. Total number of hours worked.
6. Detailed list of materials supplied/installed and invoiced costs.
7. Mark-up percentage/cost.
8. Detailed description of work performed.

Part 3 – Execution

Materials
Materials/equipment installed shall be factory new, installed per the manufacturer's written instructions, and the City shall be provided with the manufacturer's complete warranty. Materials/equipment must be available for inspection by COJ staff if/when requested.

Installation
The Contractor is responsible for familiarizing himself/herself with existing field conditions prior to submitting his/her quotation. The Contractor shall coordinate the location with COJ staff prior to commencing work. All labor and materials necessary to complete the installation shall be included in the quotation.

Installation shall proceed as specified per the manufacturer's published installation instructions and to industry best standards.

At a minimum, only licensed electrical journeyman personnel will be permitted to service City facilities unless the work requires an electrical apprentice under direct supervision of the electrical Journeyman.

Installers shall be certified by the manufacturer to ensure warrantable installation when applicable. The Contractor shall ensure that he/she has the necessary resources for the successful completion of the work.

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The Contractor's equipment must be in good mechanical order and not require excessive maintenance or create excessive downtime that jeopardizes the Contractors' ability to provide the work agreed to.

All work performed shall be subject to inspection and shall meet the approval of the City. If the work is not approved, the City shall have the right to reject it and require corrections. Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for the work not provided in accordance with the contract. The City will not be deemed to have accepted the work by virtue of partial or full payment. The City shall be the final judge of all work and its decisions of all questions in dispute will be final.

The City may have its own work forces and other contractors on the site while the work of this contract is under way. The City shall coordinate the work of all contractors on the site and require their coordination with each other. If the Contractor is unable to provide the services within the timeframe required, or is unavailable, the City reserves the right to contact another contractor to perform the service(s).

The Contractor shall ensure that all repairs and/or replacement materials take into account the City's obligation for sustainability and Energy Efficient Management Programs. All repairs and/or replacement materials shall be of the same or higher standard in terms of energy consumption to achieve significant and sustainable savings in energy use cost.

The Contractor is also expected to identify any improvement opportunities during the course of maintenance or repair services within City facilities for installation of products and equipment that would reduce electrical energy consumption and/or produce environmental benefits.

Worksite Procedures

The Contractor will be required to notify City staff upon arrival and before starting any work, and prior to departure from the facility. An identity badge, parking pass, and/or keys may be required from COJ staff.

The Contractor will be required to provide employees that can pass and maintain security clearances for certain designated buildings that require security clearances. Any costs for obtaining security clearances shall be the responsibility of the Contractor.

Contractor is responsible for installing temporary restrictions, barricades, and signs during service/repair operations.

The Contractor is required to schedule work with the local users and accommodate those who cannot allow shutdown of their operations.

The Contractor must inform the COJ Public Buildings Facility Manager immediately if any safety hazard is discovered.

The Contractor must ensure all staff, including subcontractors, are wearing company t-shirts with logo/company ID when working in a City facility. The Contractor's employees should also wear in plain sight a company ID badge with their full name.

Acquiring all necessary permits will be the responsibility of the Contractor.

It is the Contractor's responsibility to locate underground utilities to ensure damage does not occur. If damage occurs, the Contractor shall repair, or make arrangements for repair of, the damage at the Contractor's own expense.

The Contractor will perform on-site minor repairs when the cumulative cost for parts and labor is $500.00 or less, as approved by the COJ Facility Manager or his/her designee. If the estimated costs exceed $500.00, the Contractor will provide a written quote and receive authorization from the City prior to commencing with the repair.

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Protection
The Contractor shall use due care so that no persons are injured, or property damaged, in providing the services under this solicitation. The Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect to any injury to persons, damage to property, or infringement of the rights of others incurred in the performance of the work, or caused in any manner whatsoever, by the Contractor or its employees and subcontractors. The Contractor shall immediately rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible at no charge to the City and to the satisfaction of the City.

Cleaning
At the end of each day and at the conclusion of work, the Contractor shall clean up all debris, promptly remove any equipment or material, and leave the site of the work in a clean and tidy condition.

Performance Guarantee
The contractor shall assume full responsibility for providing a complete and operational electrical component upon completion of the work.

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City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** G.3

Department UTILITY **Division** WASTEWATER COLLECTION	**Amount** $300,000 **Org/Account #** 54010000-141000

Subject: RESOLUTION 2026-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC., FOR MISCELLANEOUS REPAIR PARTS FOR PEP SYSTEMS ON AN AS-NEEDED BASIS

Presenter: **Brian Roche, Director of Utility**

Attachments:

1. Resolution
2. Contract
3. Notice to Proceed

Background:
Council Priority:
D. Sustainable Environment and Infrastructure

The Wastewater Collection Division of the Utility Department is responsible for the operation and maintenance of the pep system. This system is owned and operated by the city and represents a large portion of the central sewer system. This request is for miscellaneous parts to perform repairs to the PEP system.

This purchase must be sole-sourced to Alpha General Services, Inc. as these are the specified components that match the pep tank/pump assembly packages used for new pep installations. This allows consistency and meets the specifications set forth by the Utility. City staff electronically posted the intent to award for fifteen (15) business days in accordance with Section 287.057(3)(c). No other potential vendors responded.

City staff will purchase using budgeted funds appropriated by City Council. These assemblies will be purchased on an as-needed basis.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A MASTER SERVICES AGREEMENT WITH ALPHA GENERAL SERVICES, INC., FOR MISCELLANEOUS REPAIR PARTS FOR PEP SYSTEMS ON AN AS-NEEDED BASIS

RESOLUTION 2026____
MASTER PRICE AGREEMENT FOR
MISCELLANEOUS REPAIR PARTS FOR PEP SYSTEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC., FOR MISCELLANEOUS REPAIR PARTS FOR PEP SYSTEMS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alpha General Services, Inc., has expressed a desire to provide miscellaneous repair parts for PEP systems to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced repair parts for PEP Systems from Alpha General Services, Inc.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreement with Alpha General Services, Inc., for the purchase of miscellaneous repair parts for PEP Systems as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Project Agreements/Contracts for

changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Master Price Agreement-Alpha General Services, Inc.

MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2026 ("Effective Date"), between ALPHA GENERAL SERVICES, LLC whose primary place of business is 1578 Alpha Road E, Sebring, Florida 33870 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has conducted a formal Sole Source request (SS-UT-26-62) requesting bids/quotes for the Goods; and

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agremeent conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement.The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.70. Payments shall be made by CITY to SUPPLIER not more than once monthly.

D. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Socilitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solictation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall invole no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination.

i. Termination Without Cause. CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. Termination For Cause. City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requiremenst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. SCRUTINIZED COMPANIES. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

12. CONTRACTOR PREFERENCE. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;

f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

13. CONTRACT DOCUMENTS. The Sole Source request and all submissions prepared by SUPPLIER in response to the Sole Source request are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

14. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

16. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

17. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be

construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
Mark Sparrow
Alpha General Services, LLC
1575 Alpha Road E
Sebring, Florida 33870

19. PUBLIC RECORDS LAW. The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CITYCLERK@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

20. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order , SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other

professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

21. **UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

22. **WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications.In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**ALPHA GENERAL SERVICES, LLC**
By:_____	By:_____ Authorized Signatory
Print Name: Michael McGlothlin	Print: _____
Title: City Manager	Title:_____
Date:_____	Date: _____

Exhibits:
A: Product/Price List
B: Insurance Requirements

Exhibit A
PRODUCT/PRICE LIST

(See attached)

EXHIBIT A

PRODUCT/PRICE LIST

		NEW ITEM ID'S
2900-B1S1C1-10'Y	$41.00	CALARMW10
2900-B1S4C1-10'B	$51.00	CONOFFW10
24" SOLID FIBERGLASS LID	$86.00	LID26
30" FIBERGLASS FLAT LID	$100.00	FLATLID30
JB35 JUNCTION BOX	$65.00	JBOX
6" FIBERGLASS RISER	$90.00	RISER6
12" FIBERGLASS RISER	$99.00	RISER12
PIEZO WARBLER HORN (PB-120A)	$13.00	PWHORN
15W-A15 CLEAR LIGHT BULB (OLD STYLE)	$5.00	PCOB
1-1/4" ADAPT A FLEX	$11.00	125GROMMET
RPM21F7 POWER RELAY	$12.00	RELAY
¾" ADAPT A FLEX	$11.00	75UNISEAL
PALM COAST PUMP CHAMBER INSERT	$248.00	PCIPC
QOU110 MINI CIRCUIT BREAKER	$33.00	MCB1POLE10A
QOU120 MINI CIRCUIT BREAKER	$35.00	MCB1POLE20A
4" RED PLUG	$2.00	4REDP

1578 ALPHA ROAD SEBRING, FLORIDA 33870 863-382-1544

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

city of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO SOLE SOURCE

Project Number: SS-UT-26-62

Project Name: Miscellaneous Repair Parts for PEP Systems

Date: August 3, 2026

The City of Palm Coast intends to waiver the solicitation process and approve a sole/single to ALPHA GENERAL SERVICES, LLC. for the purchase of Miscellaneous Repair Parts for PEP Systems.

Interested vendors (firms or individuals) that can provide the goods/services can respond with an alternate solution that overcomes the sole/single source reasons stated on the sole/single source documentation, along with sufficient detailed convincing documentation, regarding their ability to supply equivalent commodities or services. Responses or questions seeking additional detail regarding the procurement, specifications, terms, conditions, requirements, etc. are directed to contact: Christinne Foschaar at cfoschaar@palmcoastgov.com prior to 2:00 PM on **Friday, August 21, 2026**. The City reserves the right to require the responding Vendor to submit additional information as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of the responding vendor.

This is **not** a request for bids or proposal and there is no solicitation available. The City will not consider any responses as a proposal, bid or quote. Any responses received as a result of this Notice of Intent shall be considered solely for determining whether bona fide competition exists.

If it is determined by City staff, after reviewing any information received from responding vendors, that sole/single source justification stands and that the commodities or contractual services are available only from a sole/single source, the City shall prepare a recommendation to the City Commission requesting approval to waive the solicitation process and proceed with the sole/single-source purchase.

city of PALM COAST

Finance Department
Budget & Procurement Office

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

8/21/2026 2:00 P.M.

RE: SS-UT-26-62, NOTICE OF INTENT TO SOLE SOURCE – **ALPHA GENERAL SERVICES, LLC. Miscellaneous Repair Parts for PEP Systems**

Pursuant to **Florida Statute 287.057(3) (c)** and the City of Palm Coast **Procurement and Contracting Procedures and Processes**, the above referenced Notice of Intent to Sole Source was posted on Centrality, available on the City's Website and on our Procurement Portal for a period of 15 working days, from 8/3/2026 – 8/21/2026.

During this posting period, there were no contacts made by any vendors or potential vendors to provide information regarding their ability to supply the goods or services provided.

Therefore, The City of Palm Coast will proceed with the Sole Source of **Miscellaneous Repair Parts for PEP Systems** outlined in the Sole Source project SS-UT-26-26.

Christinne Foschaar

CHRISTINNE FOSCHAAR
Procurement Coordinator
City of Palm Coast

Scope of Services

Alpha General Services

The City of Palm Coast Wastewater Collections department is home to over 18,000 existing PEP tanks, with an addition 6,000 in the existing areas to be built as development allows. These PEP tanks are produced with specialized molds owned only by Alpha General Services and cannot be replicated by another vender.

As such, the miscellaneous goods purchased from alpha are mold formed fiberglass components of the PEP tanks, only being produced by Alpha General Services. The items listed below can only be sourced by way of sole source.

- LID26 – 26" Fiberglass PEP Tank Lid
- FLATLID30 – 30 Fiberglass PEP Tank Lid
- RISER6 – 6" Fiberglass Chamber Riser
- RISER12 – 12" Fiberglass Chamber Riser
- PCIPC – Fiber Glass Pump Chamber

Though other tanks manufacturers exist, and the city has allowed them into our standards, Alpha General Services is the sole contractor of PEP tank assemblies. This means all items needed for the repair and maintenance of the PEP tanks must be sourced from Alpha General Services.

Revised Dec 2024

SOLE SOURCE PURCHASE JUSTIFICATION FORM

GUIDELINES:

- Any sole source purchase over $35,000 must be electronically posted for fifteen (15) business days, in accordance with Section 287.057(3)(c) Florida Statutes. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.
- It is the only item that will produce the desired results, or fulfill the specific need.
- The item is available from only one vendor.
- The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, compatibility with existing systems, etc.), only one vendor is suited to provide the goods or services.
- The Department requesting the sole source must document that they have made a reasonable attempt to locate competitive sources by attaching documentation to the requisition.
- The purchase does not need to be submitted for a PO if it is under $1,500.
- The purchase does not need to be listed as a sole source if it has an existing contract with the City, if it can be entered in as a blanket PO under $4,999.99, or if it is under $4,999.99 with the one quote from the vendor.

Department: Wastewater Collections

Submitted by: Christopher Crawford

Vendor Name: Alpha General Services Vendor Number: 2273

Estimated Cost: $300,000

Please select the appropriate condition:

- (●) EXCLUSIVE TO ONE VENDOR – ATTACH LETTER FROM VENDOR
- (●) COMPATIBLE WITH EXISTING SYSTEM – ATTACH LETTER FROM VENDOR
- ( ) ASSOCIATED WITH WARRANTY – ATTACH LETTER FROM VENDOR
- ( ) PROHIBITED DELIVERY TIME AND COST

Describe the goods and/or services being purchased:

This contract allows for the purchase of products designed to specifically work with our current PEP system.

Director's Statement to Council

Please provide additional context to be read during the council meeting explaining the justification for the sole source purchase:

The miscellaneous part provided by Alpha General Services include a variety of cast fiberglass parts requiring specific molds to construct. These molds are exclusive to Alpha General Services.

Director Signature: Signed by: Brian Roche 8217FE71827448B...

Date: Jul 27, 2026 | 10:01 AM PDT

Docusign Envelope ID: FB9D2D26-0A86-8159-8106-7809EBF9915D

Alpha General Services, Inc.
1578 Alpha Road East
P. O. Box 3331
Sebring, FL 33871-3331
(863) 382-1544
Fax (863) 382-0567

July 27, 2026

City of Palm Coast
2 Utility Drive
Palm Coast, FL 32137

Re. Contract #SS-UT-23-03

This letter is to confirm that Alpha General Services, LLC is the sole source provider that manufactures the following parts found in the Miscellaneous Replacement Parts contract referenced above for the PEP System Packages. Alpha General Services, LLC is the original manufacturer/supplier of the parts listed below found in subject contract and is the only source for OEM Replacement Parts.

- LID26
- FLATLID30
- RISER6
- RISER12
- PCIPC

Thank You,

Brian Radonski
Alpha General Services, LLC

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal for Alternate Solution	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

https://palmcoastgov.bonfirehub.com/opportunities/247363

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city of PALM COAST

Finance Department
Budget & Procurement Office

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

8/21/2026 2:00 P.M.

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Christinne Foschaar

CHRISTINNE FOSCHAAR
Procurement Coordinator
City of Palm Coast

city of PALM COAST

Finance Department
Budget & Procurement Office

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

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Project Name: Miscellaneous Repair Parts for PEP Systems

Date: August 3, 2026

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Alpha General Services

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Alpha General Services, Inc.
1578 Alpha Road East
P. O. Box 3331
Sebring, FL 33871-3331
(863) 382-1544
Fax (863) 382-0567

July 27, 2026

City of Palm Coast
2 Utility Drive
Palm Coast, FL 32137

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Thank You,

Brian Radonski
Alpha General Services, LLC

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Revised Dec 2024

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Submitted by: Christopher Crawford

Vendor Name: Alpha General Services Vendor Number: 2273

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Date: Jul 27, 2026 | 10:01 AM PDT

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Requested Information

Name	Type	# Files	Requirement
Proposal for Alternate Solution	File Type: PDF (.pdf)	Multiple	Required

Requested Documents:

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City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
G.4

Department UTILITY **Division** PROJECT ENGINEERING AND CONSTRUCTION	**Amount** $206,220.00 **Org/Account #** 54029082-063030-82026

Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR THE CONVERSION OF LIFT STATION AU-5 AND AO-3 FROM EDUCTOR TO SUBMERSIBLE LIFT STATION

Presenter: **Brian Roche, Director of Utility**

Attachments:

1. Resolution
2. Proposal

Background:
Council Priority:
D. Sustainable Environment and Infrastructure

The City of Palm Coast Utility Department is initiating a project to convert two existing wastewater eductor lift stations, AU-5 on Courtney Place and AO-3 on Cooper Lane, to modern submersible pump stations. Both facilities have reached the end of their useful service life, resulting in increased maintenance requirements, reduced operational efficiency, and higher operating costs. Continued investment in the aging eductor systems is no longer considered cost-effective.

Converting these facilities to submersible pump stations will improve system reliability, reduce maintenance and energy costs, simplify operations for Utility staff, and enhance the long-term performance of the City's wastewater collection system. The project supports the City's commitment to maintaining critical infrastructure and providing reliable utility services.

Staff negotiated a unit price, not-to-exceed Work Order with McKim & Creed, Inc. in the amount of $206,220 to provide professional engineering services, including project management, surveying, engineering design, preparation of construction documents, permitting through the Florida Department of Environmental Protection (FDEP), bidding assistance, construction administration, record drawings, and project certification.

Final design documents are anticipated within approximately six months following issuance of the Notice to Proceed, with bidding and construction support to follow.

Funding for this work is included in the Utility Department's adopted Capital Improvement Program. Staff recommends approval of the Work Order with McKim & Creed, Inc. in the amount of $206,220 to provide professional engineering services necessary to design, permit, bid, and provide construction administration for the conversion of Lift Stations AU-5 and AO-3 from eductor to submersible pump stations.

Funds for this project are budgeted in the Utility's 5-year Capital Improvement Plan.

Source of Funds Worksheet
Original Budget: $775,000.00
Total Expended/Encumbered to Date:0.00
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $206,220.00
Balance: $568,780.00

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR THE CONVERSION OF LIFT STATION AU-5 AND AO-3 FROM EDUCTOR TO SUBMERSIBLE LIFT STATION

RESOLUTION 2026-___
CONVERSION OF LIFT STATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH MCKIM & CREED, INC., IN THE AMOUNT NOT TO EXCEED $206,220 FOR THE CONVERSION OF LIFT STATIONS AU-5 AND AO-3; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Palm Coast desires to approve a work order for the conversion of lift stations AU-5 and AO-3; and

WHEREAS, McKim & Creed, Inc., desire to develop design plans, permitting, and constructions services for conversion of the facilities from eductor to submersible type lift stations for the City of Palm Coast.

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

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

SECTION 2. APPROVAL OF THE WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with McKim & Creed, Inc., and incorporated herein by reference herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments

to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Work Order-McKim & Creed, Inc.

139 Executive Circle, Suite 201, Daytona Beach, FL 32114
TEL (386) 274-2828

Engineering Scope of Services for City of Palm Coast
Conversion of Lift Station AU-5 & AO-3 From Eductor to Submersible Lift Station

September 28, 2026

I. INTRODUCTION

The City of Palm Coast Utility Department (CITY) plans to make improvements to Eductor Station AU-5 located on Courtney Place, west of its intersection with Colbert Lane and AO-3, located on Cooper Lane. The CITY has decided to convert the eductor stations to a single pump submersible-type grinder pump station. With this approach, the pump will be placed in the manhole in the street, while the control panel will be installed in the vicinity of the buried blower vault. The discharge line is to be placed in the same manhole as the pump, with the discharge being placed in the higher invert elevation of the outgoing gravity sewer main.

II. OBJECTIVE

The objective of this proposal is for McKim & Creed, Inc. (CONSULTANT) to develop design plans, permitting, bidding and construction services for conversion of the facilities from eductor to a submersible-type lift station.

The CONSULTANT shall coordinate all work activities through the following CITY staff:

Danny Ashburn – Utility Systems Manager (WW Projects)
Brandon Mahadeo – Assistant Utility Manager Wastewater Pumping

Key CONSULTANT personnel assigned to this project will include:

Charles Hill, PE	Project Manager
Scott Spooner	Technical Advisor
Laurel Smith, PE	Electrical Engineer
Omar Khan, PE	Quality Assurance

III. SCOPE OF WORK

The CONSULTANT shall develop design plans and provide permitting, bidding and construction services during construction for the conversion of Lift Station AU-5 and Lift Station AO-3 from Eductor to submersible-type grinder Lift Stations. A detailed listing of the Scope of Services is presented below.

Task 1: Project Kickoff and Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct an internal kickoff meeting with the design team. Management of the project will also be included in this task.

- CONSULTANT shall conduct a Project Kickoff Meeting with the CITY staff to discuss the

overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.

- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

Task 2: Design Services

- CONSULTANT shall prepare a specific boundary, topographic and tree survey of Lift Station AU-5 and Lift Station AO-3.

- CONSULTANT shall prepare topographic survey of the streets for each station such that the scope of the MOT may be shown.

- CONSULTANT shall prepare site plan drawings showing the demolition of the eductor lift stations and conversion to submersible-type grinder lift stations.

- CONSULANT shall prepare Maintenance of Traffic (MOT) drawings for use during the construction phase of the project.

- CONSULTANT shall show the lining of the manholes, located in the street, with one of the City's approved special coating manufacturers.

- CONSULTANT shall include the removal of the top cone section of the manholes and replacement with a 4-foot riser section and an H-2O rated access hatch.

- CONSULTANT shall prepare/include City Detail Drawings.

- CONSULTANT shall prepare civil and mechanical drawings for the two lift stations.

- CONSULTANT shall prepare electrical and I&C drawings for the submersible-type lift stations.

- CONSULTANT shall prepare the Project Manual to incorporate the latest front-end documents and technical sections.

- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.

- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.

- CONSULTANT shall perform a QA/QC review of the Project by an individual not

associated with the project. Comments will be incorporated into the project Drawings and Manual prior to submission to the CITY.

- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY'S website for bidders and suppliers.

Task 3: Prepare Permit Applications

- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.

- All permit fees will be paid by the CITY.

- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Systems Manager (WW Projects) within 150 days of the issuance of Notice to Proceed or Purchase Order.

Task 4: Negotiation and Bidding Services

- CONSULTANT shall prepare and distribute the contract documents for the two (2) pump station upgrades and assist the CITY'S staff in bidding the construction of the Project.

- CONSULTANT shall schedule a pre-bid meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and distribute any necessary clarifications or addenda during the bidding phase to all prospective bidders.

- CONSULTANT shall attend the bid opening, review and evaluate the bids for this Project, prepare a Bid Tabulation, and provide a Letter of Recommendation of Award.

Task 5: Post Design Construction Services

- CONSULTANT shall advise and consult with the CITY on post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.

- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 180 (one hundred eighty) days, or 150 (one hundred fifty) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the CITY and the Contractor.

- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and Project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the CITY of any anticipated Project delays and/or early completion indicated through such review and through construction progress observation.

- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only to conformance with the overall design concept of the Project and compliance with the Plans, Specifications, and other Contract Documents.

- CONSULTANT shall provide three (3) signed and sealed sets of plans and one (1) electronic copy to the Contractor for submittal to the CITY's Building Department. CONSULTANT will not be required to submit utilization plans direct to the City Engineering Department.

- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the Work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.

- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the Work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project) upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents.

- CONSULTANT shall make periodic visits to the Work site to observe the progress and report to the CITY as to the amount of Work completed, the overall quality of executed Work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed Work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the Work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting Work which fails to meet the project plans, specifications or other Contract Documents.

- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.

- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the Work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.

- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. CONSULTANT shall furnish to the CITY three (3) sets of finalized As-Built Drawings and one electronic copy (AutoCAD format) of the As-Built Drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the Work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.

- CONSULTANT shall provide certification of the project to FDEP.

- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the Work under the construction contract, or of others.

- CONSULTANT, through its survey subconsultant, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.

- This proposal includes subconsultant services for surveying. CONSULTANT shall coordinate with all the subconsultants during construction.

- No other subconsultant services are included.

IV. FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for sub-consultants, reproduction printing, and all other related charges have been estimated and are included in the actual cost, not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed $ 206,220.00 in accordance with the agreed upon fee schedule.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
H.1

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX AN AMENDMENT TO THE MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT (MPD-DA)

Presenter: **Jose Papa, AICP, Senior Planner, and Phong Nguyen**

Attachments:

1. Presentation
2. Ordinance
3. Staff Report
4. Summary of Comparison between 2019 and 2026 MPD Agreement
5. Master Planned Development
6. Current FLUM
7. Current Zoning
8. Proposed Zoning
9. Applicant Submittals
10. Public Comments

Background:

The owner, Oare Associates, LLC, through its agent, Jay Livingston, is requesting a Fourth Amendment to the Magnolia Trace Master Planned-Development Agreement (formerly known as the Oare MPD). The Magnolia Trace MPD was originally approved as the Oare Mixed Use PUD in 2005. The original MPD/PUD covered a 1,013.36+/- acre area located approximately .75 miles from the intersection of Belle Terre Blvd. and US-1. The approval was part of a process to develop a mixed use “Continuing Care Retirement Community”. The community was intended to provide an opportunity for “aging in place” development.

The project provides progressive forms of residential housing opportunities ranging from independent living through assisted living. There is an additional intent to provide a neighborhood scale commercial to support these areas and to reduce trips. A density bonus was provided as part of the original application consistent with Comprehensive Plan Policy to encourage development of continuum of care facilities. The initial approval for the Oare MPD permitted a maximum of 754 dwelling units. The permitted density equated to less than one unit/gross acre and less than four units/net acre. The Development Agreement allows for a 724-unit continuing care adult community consisting of single family and multifamily attached and detached dwellings, an Assisted Living Facility, an Extended Care Facility, single family estate lots, and supporting neighborhood

commercial land uses. Of the tracts that were identified in the MPD, Tract 1 has been developed into the planned Assisted Living Facility (Grand Villa ALF).

The amendment request includes the following:

· Expansion of the MPD area by 4.41+/- acres (4.41+/- acres from Est-1 to MPD zoning),

· Reduction of maximum residential units by 130 units from 754 to 624. Current MPD permits maximum of 754 dwelling units. Proposed MPD proposes a maximum of 624 dwelling units in a mix of single-family detached, townhomes, and multifamily units. Townhomes and multifamily units will be limited to 150 units. The maximum development potential as stated in the current and proposed MPD includes the 80 existing dwelling units in Grand Villa ALF - 20 independent living and 60 bed units.

· Combining (based on current MPD) Tract 2-Neighborhood Commercial, Tract 3-Extended Care Facility into one Tract (Tract 1) – to permit either of the following:

o stand alone neighborhood commercial consistent with COM-1 requirements, or
o stand alone residential consistent with MFR-1 Zoning district, or
o Mixed Use development consisting of single-use buildings or one or more mixed use buildings (commercial on ground floor and residential on remaining floors)

· Integration of current Tract 4-Adult Active Community (Age Restricted Community), and Tract 5-Estate Lots into one Tract (Tract 2) to accommodate up to 544 units (this would eliminate construction of additional residential units on other Tracts).

· Limit access through Zonal Geranium Trail as emergency access only (current MPD allows permanent access through Zonal Geranium Trail).

· Create a new emergency access to Zaun Trail.

Analysis:

Staff finds the following:

· There are no proposed changes to the MPD-DA that would be contrary to the public interest.

· There are no proposed changes that would make the MPD-DA inconsistent with the Comprehensive Plan.

· The proposed development reduces the potential number of residential units by 130 and would not create additional impacts to public infrastructure.

· There are no proposed changes that would constitute a threat to the health, welfare, and safety of City's in habitants.

· There are no conditions in the MPD that would waive the development's need to comply with other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

· The proposed MPD is generally consistent with the LDC however, staff finds that a minimum townhome lot width of 18 is problematic with ensuring compliance with LDC requirement of providing 25% landscaped planting area in front of the home's building façade out to the front property line. Additionally, the LDC requires a minimum width of 16' for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18' leaves minimal separation between townhome driveways. Staff recommends that the minimum townhome lot be 20'.

· The conceptual master plan proposes 60' wide lots adjacent to the existing 80' wide lots (SFR-3 zoning) to the east. The MPD provides for a 20' wide buffer between the existing SFR-3 lots along the eastern boundary of the MPD. Other areas adjacent to the existing single-family residential area (Z-section) will have buffers greater than 40'.

· Review of the traffic impacts will not cause any road segments to fall below the level of service. The MPD-DA has a condition that specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Any improvement will be responsibility of owner.

· MPD preserves over The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend that the City Council approve the proposed amendment to the Magnolia Trace MPD-Development Agreement.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18' wide townhome lots.
5+/- acres.

This is a quasi judicial item, please disclose any ex parte communication.

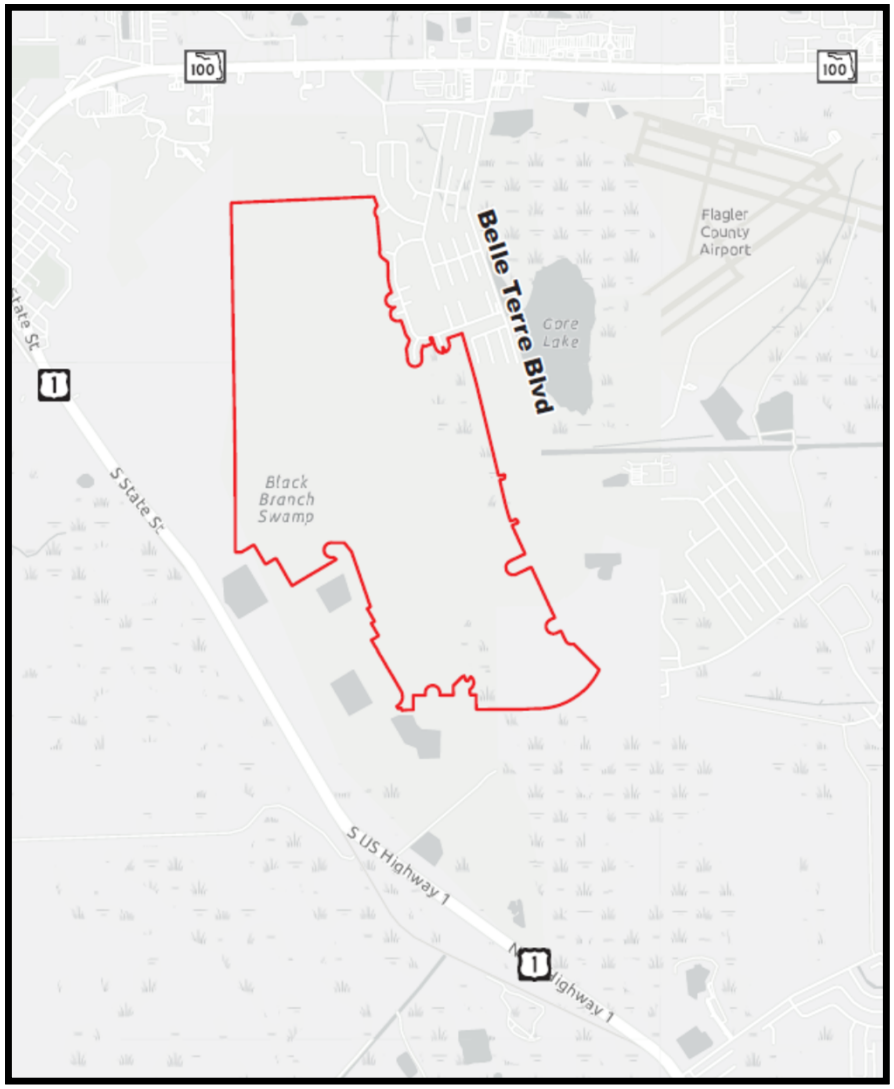
Recommended Action:
The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend that the City Council approve the proposed amendment to the Magnolia Trace MPD-Development Agreement.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.

City Council
Public Hearing
October 6, 2026

Magnolia Trace Master Planned Development Agreement Amendment
AR #6549



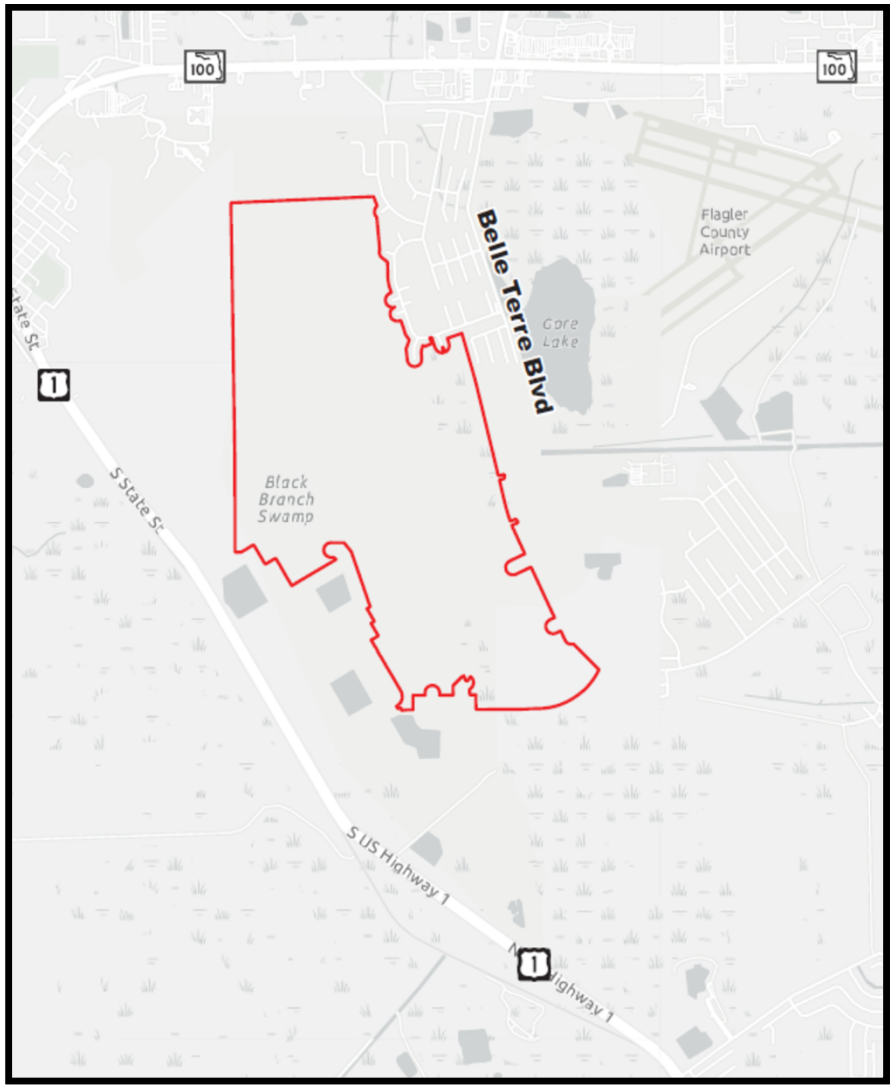
BACKGROUND

Owner: Oare Associates, LLC

Site Size/Location:

- ±1017.77 acres generally located about .75 miles northeast of US-1 and Belle Terre Blvd. intersection

PALM COAST



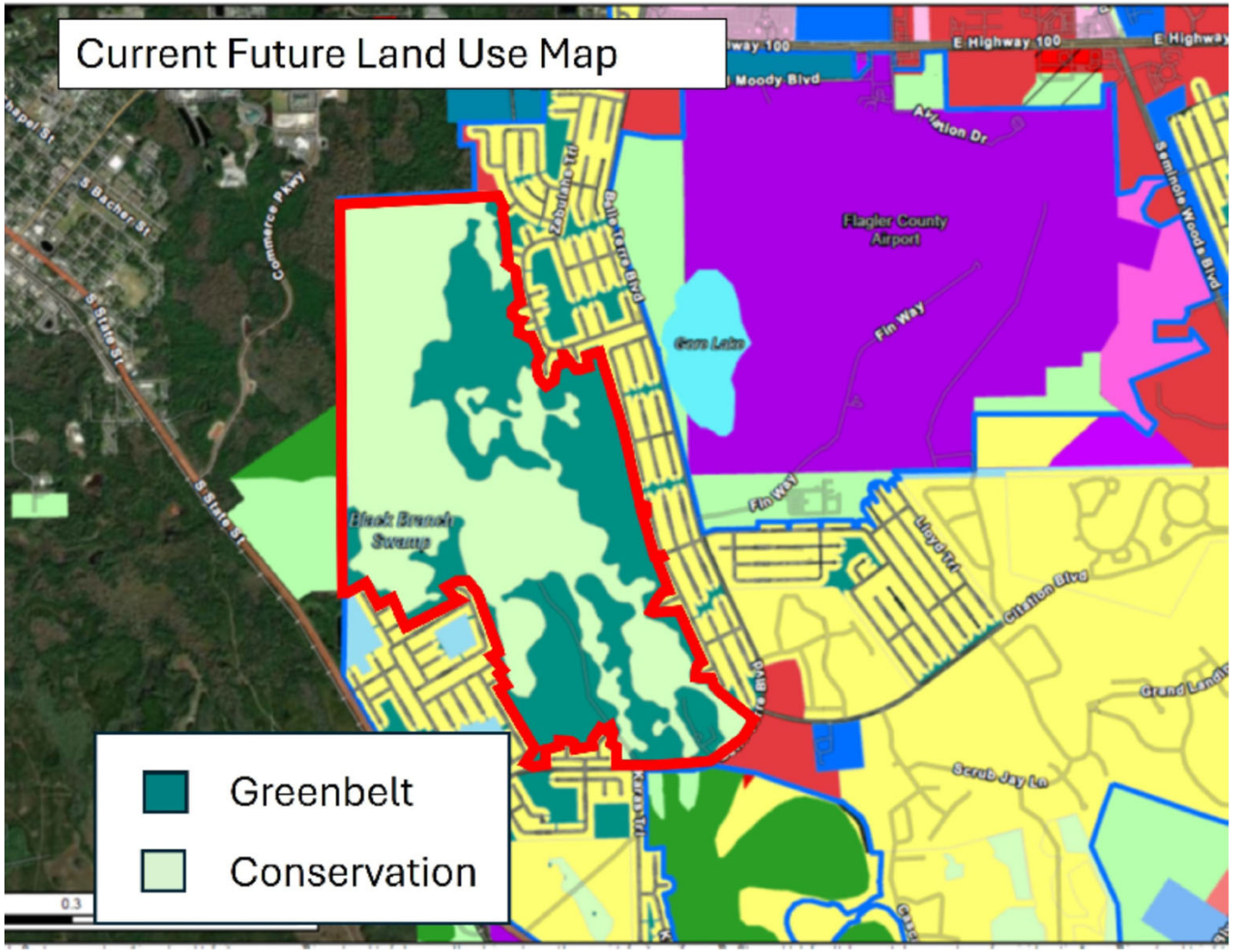
BACKGROUND

FLUM Amendment: No proposed change.

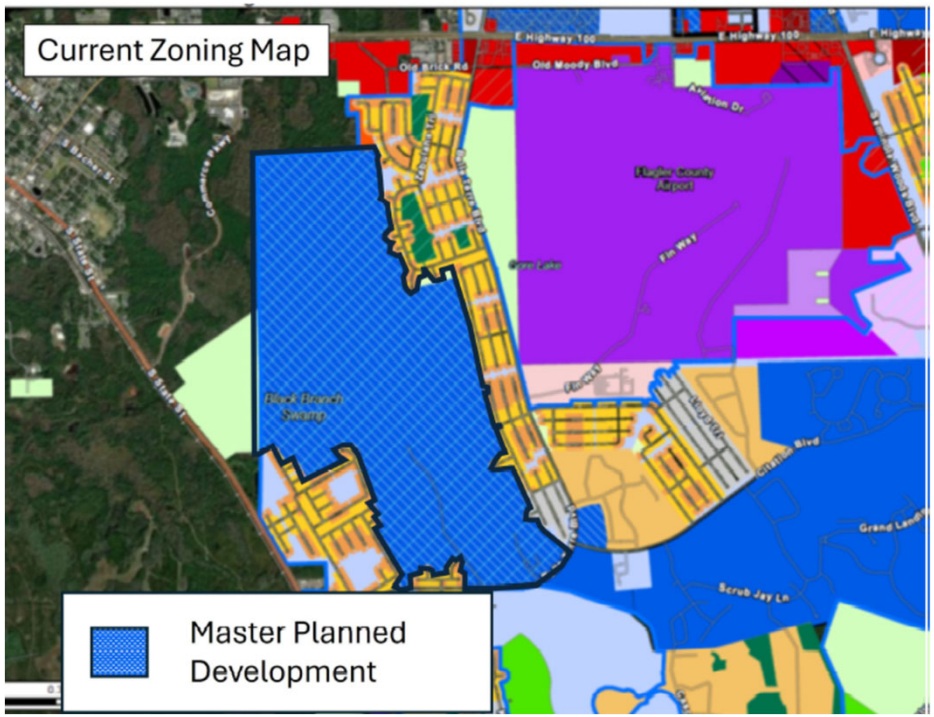
REZONING: from 4.4+/- acres of EST-1 to MPD along with various amendments to an approved Master Planned Development-Development Agreement

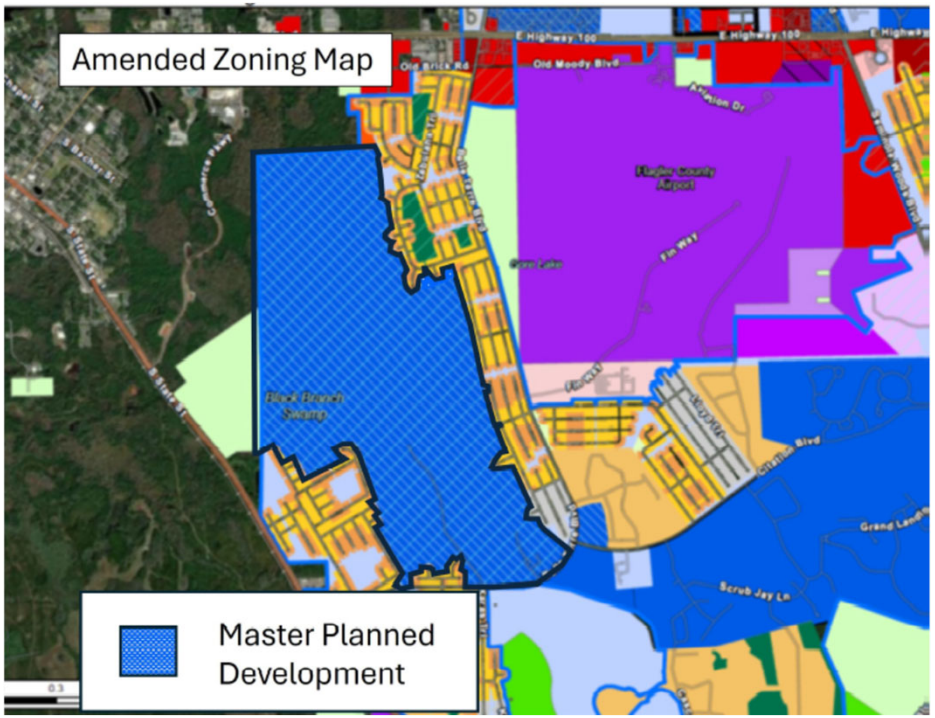
PALM COAST

Future Land Use Map Designations



Zoning Map Districts – Existing vs. Proposed





Public Participation/Public Notice

- The applicant hosted a neighborhood meeting on August 25, 2026. The applicant provided a powerpoint presentation followed by a question and answer session regarding the proposed amendments to the MPD Agreement.

Magnolia Trace Master Planned Development Amendment
Analysis and Recommendation
AR # 6549

PALM COAST

Proposed Amendment

- Expansion of the MPD area by 4.41+/- acres (4.41+/- acres from Est-1 to MPD zoning),
- Reduction of maximum residential units by 130 units from 754 to 624
- Townhomes and multifamily units will be limited to 150 units.
- The maximum development potential as stated in the current and proposed MPD includes the 80 existing dwelling units in Grand Villa ALF - 20 independent living and 60 bed units.

Proposed Amendment

- Combining (based on current MPD) Tract 2-Neighborhood Commercial, Tract 3-Extended Care Facility into one Tract (Tract 1) – to permit either of the following:
  - stand alone neighborhood commercial consistent with COM-1 requirements, or
  - stand alone residential consistent with MFR-1 Zoning district, or
  - Mixed Use development consisting of single-use buildings or one or more mixed use buildings (commercial on ground floor and residential on remaining floors)

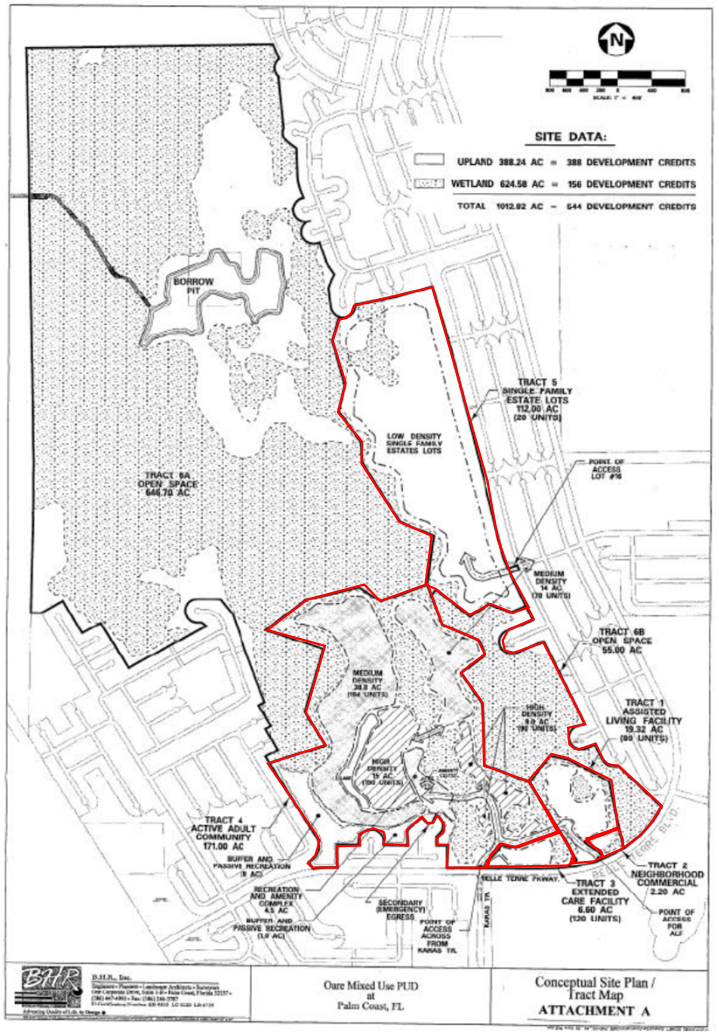
Proposed Amendment

- Integration of current Tract 4-Adult Active Community (Age Restricted Community), and Tract 5-Estate Lots into one Tract (Tract 2) to accommodate up to 544 units

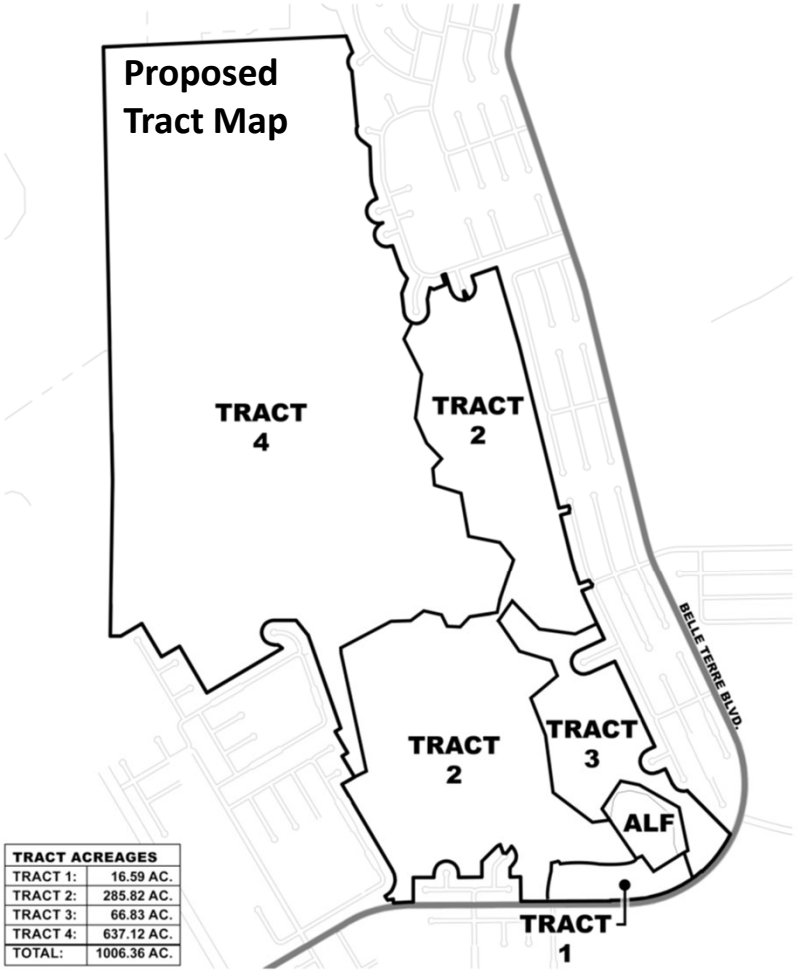
- Limit access through Zonal Geranium Trail as emergency access only (current MPD allows permanent access through Zonal Geranium Trail).

- Create a new emergency access to Zaun Trail.

Current Tract Map



Proposed Tract Map



TRACT ACREAGES	
TRACT 1:	16.59 AC.
TRACT 2:	285.82 AC.
TRACT 3:	66.83 AC.
TRACT 4:	637.12 AC.
TOTAL:	1006.36 AC.

Magnolia Trace - Palm Coast

Exhibit D: Tract Map

29 April 2026

ETM ENGLAND-THIMS & MILLER

PALM COAST

Criteria for Rezoning – LDC Section 2.05.05

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

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

C. The proposed development must not impose a 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;

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

PALM COAST

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- Originally approved as an “age in place” or “continuum of care” facility (different housing types with differing levels of assistance from independent living, to assisted living, to extended care
- the potential for an “age in place” or “continuum of care” remain intact with a cap on the number of multi-family units/townhome units within the project
- the inclusion of an additional 4.41+/- acres into the MPD will not present a conflict with or be contrary to public interest since it provides for the expansion of the buffer area between the MPD and the existing residential area.

PALM COAST

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- The MPD Development Agreement having received previous approval is consistent with the Comprehensive Plan. There are no items in the proposed amendment to the MPD that would make the development inconsistent with the Comprehensive Plan.

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- The proposed amendment will reduce the potential demand for water and sewer due to the potential reduction in residential units of at least 130 units.
- The condition for the developer/landowner to be responsible for extending infrastructure to the project site remains unchanged.

Zoning Map Amendment LDC Sec. 2.05.05 Criteria Analysis

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

- Future development of the site must still comply with the development standards contained within the Development Agreement, as well as with requirements of the Unified Land Development Code (ULDC) where applicable, and the Comprehensive Plan.

- As well as applicable local, state and federal laws, statutes, ordinances, regulations and codes. This includes items like having the appropriate accommodations for infrastructure (water, sewer, transportation, stormwater, and schools) or the required permits from the St. Johns River Water Management District (SJRWMD), the Army Corps of Engineers (ACOE), or Florida Department of Environmental Protection (DEP).

PALM COAST

Zoning Map Amendment LDC Sec. **2.09.04** Criteria Analysis

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

- As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

B. Consistency with the general intent of the LDC;

- Generally consistent with the general intent of the Land Development Code (LDC). MPD-DA provides for dwelling unit size, heights, and setbacks that are consistent with the standards in the LDC for single-family and multi-family units.

- Conditions and items in the MPD-DA such as private amenities, pedestrian/bicycle amenities, fire protection, lighting standards that are required by the LDC.

- Additionally, conditions in the MPD-DA that requires the drainage/stormwater system in the development to meet the LDC requirements, as well as SJRWMD and DEP rules and regulations.

- MPD will need to meet the Level of Service (LOS) standards established in the Comprehensive Plan for varying public facilities and services.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

B. Consistency with the general intent of the LDC, (continued);

- Failure to meet the LOS standards may require mitigation agreement between the developer and City or if the impact is on schools, then, a proportionate-agreement between the developer and the School District may be necessary.

Staff notes the following as an item of concern:

- Staff has found townhome lot widths of 18’ to be problematic due to LDC requirement of providing 25% landscaped planting area in front of the home’s building facade out to the front property line.

- Additionally, the LDC requires a minimum width of 16’ for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18’ leaves minimal separation between townhome driveways.

- Staff recommends that the minimum townhome lot be 20’.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity; and
D. Compatibility within the development and relationship with surrounding neighborhoods;

- The proposed density/intensity is consistent with the surrounding area.
- The amendment includes a reduction in the maximum development potential of at least 130 units from the existing MPD.
- The conceptual master plan proposes 60’ wide lots adjacent to the existing 80’ wide lots (SFR-3 zoning) to the east.
- The MPD provides for a 20’ wide buffer between the existing SFR-3 lots along the eastern boundary of the MPD. Other areas adjacent to the existing single-family residential area (Z-section) will have buffers greater than 40’.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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;

- No conditions exist to exempt MPD from meeting the Level of Service standards listed in Exhibit 8.1 of the Comprehensive Plan.

- Deficiency in the LOS will require mitigation by the developer through proportionate share payment or agreement. These agreements may be between the developer and the City and in the case of school facilities, with the School District.

- Impacts on surface drainage, flood control, and soil conservation will follow Federal Emergency Management Agency (FEMA) rules and regulations and LDC Section 10.02. Stormwater Management systems will be designed and permitted in accordance with SJRWMD and FDEP regulations. Any pollution and environmental concerns will be subject to Code of Ordinances Chapter 24, Article II.

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- The MPD-DA allows for the phased development
- MPD-DA includes language to ensure independence of each phase:
- *Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure …. shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City. (Section 11(a) of MPD Agreement).*

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- Required infrastructure must be available to support the proposed development concurrent with its impacts.

- Review of the traffic impacts will not cause any road segments to fall below the level of service.

- The MPD-DA has a condition that specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase.

Palm Coast

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

The condition includes the following language:

If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or

(ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties. (Section 10.10 of MPD Agreement).

PALM COAST

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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;

The existing MPD preserves over 715+/- acres of wetlands in conservation easements. The flexibility provided by the MPD designation allows the project to minimize development impacts on wetlands.

Zoning Map Amendment LDC Sec. 2.09.04 Criteria Analysis

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

- There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

Zoning Map Amendment LDC Sec. **2.09.04** Criteria Analysis

J. Impact upon the environment or natural resources

- MPD Conceptual Plan map protects large contiguous areas of wetlands (approximately a total of 715 acres in conservation easements).

- MPD Conceptual Plan identifies locations of wildlife crossings as part of the internal roadway network. The wildlife corridors will provide opportunities to protect wildlife as well as providing contiguity within the wetland system.

Zoning Map Amendment LDC Sec. **2.09.04** Criteria Analysis

K. Impact on the economy of any affected area

- If approved, the proposed amendment will provide temporary construction jobs during its construction.

Findings Summary

- The proposed amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04

- The proposed amendment is consistent with the Comprehensive Plan

Recommendations

The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend approval of the proposed Amendment.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.

PALM COAST

Next Steps

- City Council 1st reading – October 6
- City Council 2nd reading – October 20

ORDINANCE 2026-XX
FOURTH AMENDED AND RESTATED MASTER PLANNED DEVELOPMENT AGREEMENT MAGNOLIA TRACE (F/K/A/ OARE MPD) APPLICATION #6549

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMCOAST, FLORIDA, AMENDING THE ZONING DESIGNATION FOR 4.41+/- ACRES FROM ESTATE-1 TO MASTER PLANNED DEVELOPMENT AND IS MADE PART OF THE FOURTH AMENDED AND RESTATED MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT (FORMERLY KNOWN AS THE OARE MPD) FOR PROPERTY CONSISTING OF APPROXIMATELY 1017.77+/- ACRES (INCLUDES 11.41+/- ACRE SITE OF GRAND VILLA ALF), GENERALLY LOCATED .75 MILES NORTHEAST OF THE US-1 AND BELLE TERRE BLVD. INTERSECTION ON THE WESTSIDE OF BELLE TERRE BOULEVARD; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the owner of certain real property, totaling approximately 1,017.77± acres in size, attached as Exhibit "A" generally located .75 miles northeast of the US-1 and Belle Terre Blvd. on the westside of Belle Terre Blvd., petitioned the City of Palm Coast to amend a previously approved Master Planned Development-Development Agreement for Magnolia Trace MPD formerly known as the Oare MPD pursuant to the controlling provisions of State law and the applicable codes and ordinance of the City of Palm Coast; and

WHEREAS, the Third Amended and Restated Oare MPD-Development Agreement permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less ("Previous MPD Property");

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD;

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the Fourth Amended and Restated Magnolia Trace MPD) is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

WHEREAS, City staff has reviewed and has subsequently recommended approval of the application; and

WHEREAS, on the 22nd day of September, 2026, the Planning and Land Development Regulation Board (PLDRB) recommended that the application be APPROVED; and

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

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed amendments to the Magnolia Trace Master Planned Development -Development Agreement set forth hereunder and considered findings and recommendations of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Regulation Board and after complete deliberation, the City Council hereby finds the requested Master Planned Development Amendment is consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

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

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. OFFICIAL ZONING MAP AMENDED

A 4.41 ± acre area is amended from Estate-1 to Master Planned Development and is made a part of the Fourth Amended and Restated Magnolia Trace Master Planned Development as shown in Exhibit "A".

SECTION 2. AMENDED AND RESTATED MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT - DEVELOPMENT AGREEMENT (MPD-DA)

The Fourth Amended and Restated Magnolia Trace MPD DA and its exhibits attached hereto as EXHIBIT "A", with all appropriate signatures and joinders, is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The DA shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

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

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 6th day of October, 2026.

Adopted on the second reading after due public notice and hearing this 20th day of October, 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment:
Exhibit “A” – Amended Zoning Map for Magnolia Trace MPD

Exhibit “B” – Fourth Amended and Restated Magnolia Trace MPD-Development Agreement (MPD-DA) (formerly known as Oare MPD)

EXHIBIT "A"
Amended Zoning Map

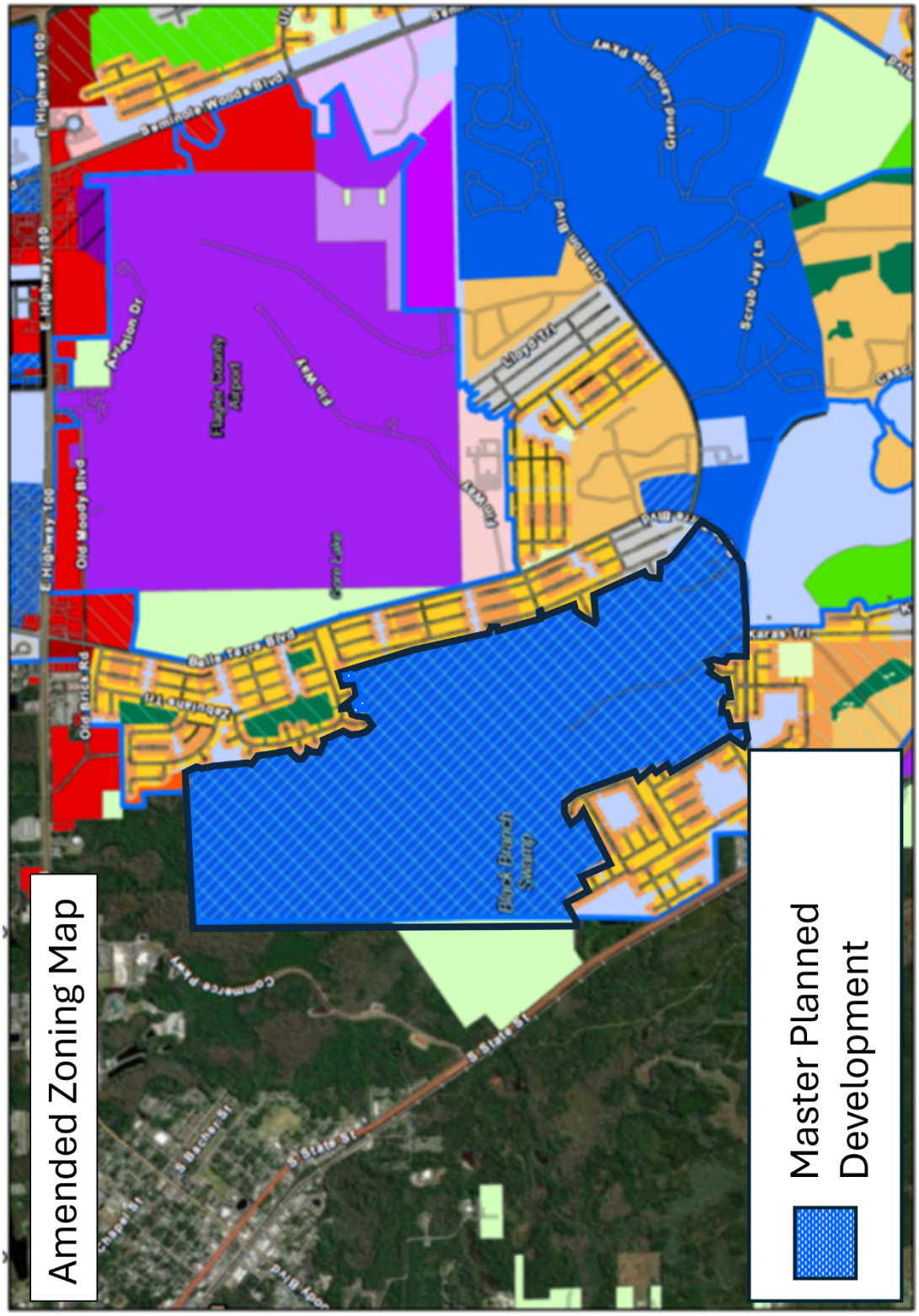


Exhibit "B"
FOURTH AMENDED AND RESTATED MAGNOLIA TRACE MPD-DA

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR THE AMENDMENT TO
MAGNOLIA TRACE MPD (F/K/A OARE MPD)
CITY COUNCIL
OCTOBER 6, 2026
#

OVERVIEW

Application Number:	6549
Applicant/Agent:	Jay W. Livingston, Esq.
Property Description:	1,017.77+/- acres (includes 11.41+/- acres for an existing ALF facility) located about .75 miles to the northeast of the US-1 and Belle Terre Blvd. intersection on the westside of Belle Terre Blvd.
Property Owners:	Oare Associates, LLC
Parcel Address:	N/A
Current FLUM:	Greenbelt and Conservation
Current Zoning:	Estate-1, and Master Planned Development
Current Use:	Approximately 1006.36+/- acres of vacant land consisting of uplands and wetlands with 11.41+/- acre site developed with an Assisted Living Facility
Size of Property:	1017.77+/- acres (includes 11.41+/- acres for an existing ALF facility)
Requested Action:	Amend the Magnolia Trace Master Planned Development Agreement (f/k/a Oare MPD) to add 4.41+/- acres to the MPD, to reduce the maximum number of permitted units and to amend the mix of residential types permitted within the MPD

ANALYSIS

REQUESTED ACTION

Jay Livingston, Esq. on behalf of the landowners, Oare Associates, LLC has filed an application to amend the Magnolia Trace MPD (formerly known as Oare MPD). If approved, this proposed amendment will be the fourth amended and restated MPD agreement.

The amendment application proposes the following:

- Expansion of the MPD area by 4.41+/- acres (4.41+/- acres from Est-1 to MPD zoning),
- Reduction of maximum residential units by 130 units from 754 to 624. Current MPD permits maximum of 754 dwelling units. Proposed MPD will permit a maximum of 624 dwelling units in a mix of single-family detached, townhomes, and multifamily units. Townhomes and multifamily units will be limited to 150 units. The maximum development potential as stated in the current and proposed MPD includes the 80 existing dwelling units in Grand Villa ALF - 20 independent living and 60 bed units.

- The current MPD agreement does not provide a cap on the number of multifamily units. The proposed amendment limits multifamily or townhome units to 150.
- Combining (based on current MPD) Tract 2-Neighborhood Commercial, Tract 3-Extended Care Facility into one Tract (Tract 1) – to permit either of the following:
    - stand alone neighborhood commercial consistent with COM-1 requirements, or
    - stand alone residential consistent with MFR-1 Zoning district, or
    - Mixed Use development consisting of single-use buildings or one or more mixed use buildings (commercial on ground floor and residential on remaining floors)
- Integration of current Tract 4-Adult Active Community (Age Restricted Community), and Tract 5-Estate Lots into one Tract (Tract 2) to accommodate up to 544 units (this would eliminate construction of additional residential units on other Tracts).
- Limit access through Zonal Geranium Trail as emergency access only (current MPD allows permanent access through Zonal Geranium Trail).
- Create a new emergency access to Zaun Trail.

BACKGROUND/SITE HISTORY

In 2005, City Council through Ordinance #2005-45 approved a zoning change for the Oare Mixed Use PUD (Planned Unit Development). The approval was part of a process in order to develop a mixed use “Continuing Care Retirement Community”. The community was intended to provide an opportunity for “aging in place” development. The project provides progressive forms of residential housing opportunities ranging from independent living through assisted living. There is an additional intent to provide a neighborhood scale commercial to support these areas and lessen trips. A density bonus was provided as part of the original application consistent with Comprehensive Plan Policy to encourage development of continuum of care facilities. The initial approval for the Oare MPD permitted 754 dwelling units consisting of 544 dwelling units. The permitted density equated to less than one unit/gross acre and less than four units/net acre.

In 2008, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences was completed on a portion of Tract 1. No other development has commenced on the site.

Subsequent through the years, in 2009, 2014, and 2019, the landowners applied as permitted by the PUD/MPD to extend the deadline for the commencement of the platting process for the remainder of the parcel (within 60 months of approval). In 2024, the landowner was granted a 48 month extension through Florida Statutes Section 252.363(1)(a). This brought the expiration date of the Magnolia Trace MPD to November 25, 2028.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Greenbelt and Conservation	No change to Future Land Use Map (FLUM)

Zoning District	Master Planned Development	4.41+/- acres of EST-1 to Master Planned Development
Use	Continuum of Care facilities – mix of independent living and assisted living units with neighborhood commercial	No change to permitted uses, proposed change to caps for particular units or options for location of development
Acreage	1,013.36+/- acres	1,017.77+/- acres (includes 11.41+/- acres for existing ALF)

SURROUNDING LAND USES:

NORTH:	FLUM:	City of Bunnell (Multi-Family-8 to 20 dwelling units/acre), City of Palm Coast -Residential
	Zoning:	City of Bunnell-Multi-family district (R-3B), City of Palm Coast-Single-family residential (SFR-2 and SFR-3)
EAST:	FLUM:	City of Palm Coast-Residential
	Zoning:	City of Palm Coast-Single Family residential (SFR-2 and SFR-3)
SOUTH:	FLUM:	City of Palm Coast-Residential
	Zoning:	City of Palm Coast-Single Family residential (SFR-2 and SFR-3)
WEST:	FLUM:	City of Bunnell-Industrial
	Zoning:	City of Bunnell-Light Industrial District (L-1)

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

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

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

Staff Finding: The existing Master Planned Development (MPD) zoning and companion Development Agreement were originally approved in 2005. The original approval envisioned an "age in place" or "continuum of care" facility that allows a person/household to remain within the development through having the availability of different housing types with differing levels of assistance (i.e. independent living, to assisted living, to extended care).

Although there are changes to the ratio between housing types (assisted living versus independent living), the potential for an "age in place" or "continuum of care" remain intact. Additionally, the proposed MPD places a cap on the number of multi-family units within the project.

Finally, the inclusion of an additional 4.41+/- acres into the MPD will not present a conflict with or be contrary to public interest since it provides for the expansion of the buffer area between the MPD and the existing residential area.

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

Staff Finding: The MPD Development Agreement having received previous approval is consistent with the Comprehensive Plan. There are no items in the proposed amendment to the MPD that would make the development inconsistent with the Comprehensive Plan.

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

Staff Finding: The proposed amendment will reduce the potential demand for water and sewer due to the potential reduction in residential units of at least 130 units. The condition for the developer/landowner to be responsible for extending infrastructure to the project site remains unchanged. No significant financial liability or hardship is expected 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 amendments to the MPD will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must still comply with the development standards contained within the Development Agreement, as well as with requirements of the Unified Land Development Code (ULDC) where applicable, and the Comprehensive Plan.

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

Staff Finding: Any proposed future development of the site must comply with the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes. This includes items like having the appropriate accommodations for infrastructure (water, sewer, transportation, stormwater, and schools) or the required permits from the St. Johns River Water Management District (SJRWMD), the Army Corps of Engineers (ACOE), or Florida Department of Environmental Protection (DEP).

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

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 noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the existing Development Agreement is in conformance with the Comprehensive Plan. The proposed changes to the MPD Development Agreement does not bring the plan into inconsistency with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The proposed MPD-DA proposes development standards that are generally consistent with the general intent of the Land Development Code (LDC). The MPD-DA provides for dwelling unit size, heights, and setbacks that are generally consistent with the standards in the LDC for single-family and multi-family units.

There are conditions and items in the MPD-DA such as private amenities, pedestrian/bicycle amenities, fire protection, lighting standards that are required by the LDC. Additionally, there are conditions in the MPD-DA that requires the drainage/stormwater system in the development to meet the LDC requirements, as well as SJRWMD and DEP rules and regulations. As with all development, the MPD will need to meet the Level of Service (LOS) standards established in the Comprehensive Plan for varying public facilities and services. Failure to meet the LOS standards may require mitigation agreement between the developer and City or if the impact is on schools, then, a proportionate-agreement between the developer and the School District may be necessary.

Overall, staff finds the MPD-DA generally consistent with the intent of the LDC, however, staff notes the following as an item of concern.

The MPD-DA proposes a minimum townhome lot width of 18'. Staff finds this width problematic due to the LDC requirement of providing 25% landscaped planting area in front of the home's building facade out to the front property line. Additionally, the LDC requires a minimum width of 16' for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18' leaves minimal separation between townhome driveways. Staff recommends that the minimum townhome lot be 20'.

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

Staff Finding: The proposed amendments to the Development agreement will not cause a departure from consistency in terms of character and density/intensity with the surrounding area. The proposed amendment includes a reduction in the maximum development potential of at least 130 units from the existing MPD.

Staff notes that the conceptual master plan proposes 60' wide lots adjacent to the existing 80' wide lots (SFR-3 zoning) to the east. The MPD provides for a 20' wide buffer between the existing SFR-3 lots along the eastern boundary of the MPD. Other areas adjacent to the existing single-family residential area (Z-section) will have buffers greater than 40'.

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

Staff Finding: See analysis above for Criteria C.

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: There are no conditions in the proposed MPD that would exempt the developer from meeting the Level of Service standards listed in Exhibit 8.1 of the Comprehensive Plan. Any deficiency in the LOS will require mitigation by the developer through potentially a proportionate share payment or agreement to mitigate for the deficiency in public infrastructure.

These agreements may be between the developer and the City and in the case of school facilities, with the School District.

Impacts on surface drainage, flood control, and soil conservation will follow Federal Emergency Management Agency (FEMA) rules and regulations and LDC Section 10.02. Stormwater Management systems will be designed and permitted in accordance with SJRWMD and FDEP regulations. Any pollution and environmental concerns will be subject to Code of Ordinances Chapter 24, Article II.

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

Staff Finding: The MPD-DA allows for the phased development of the project. The MPD-DA does include the following language to ensure that each phase may stand as independent development.

Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City. (Section 11(a) of MPD Agreement).

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

Staff Finding: As provided above, the required infrastructure must be available to support the proposed development concurrent with its impacts. Review of the traffic impacts will not cause any road segments to fall below the level of service. The MPD-DA has a condition that *specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase.*

If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties. (Section 10.10 of MPD Agreement).

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 existing MPD preserves over 715+/- acres of wetlands in conservation easements. The flexibility provided by the MPD designation allows the project to minimize development impacts on the existing wetlands.

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

Staff Finding: There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

J. Impact upon the environment or natural resources.

Staff Finding: The proposed MPD Conceptual Plan map proposes to protect a large contiguous areas of wetlands (approximately a total of 715 acres in conservation easements). Additionally, the MPD Conceptual Plan identifies the locations of wildlife crossings as part of the internal roadway network. The wildlife corridors will provide opportunities to protect wildlife as well as potentially providing contiguity within the wetland system.

K. Impact on the economy of any affected area.

Staff Finding: If approved, the proposed amendment will provide temporary construction jobs during its construction.

PUBLIC PARTICIPATION

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 25, 2026 in the Jon Netts Community Wing of the City of Palm Coast City Hall.

RECOMMENDATION

The Planning and Land Development Regulation Board (PLDRB) held a public hearing on September 22 and voted 6-1 to recommend that the City Council approve the proposed amendment to the Magnolia Trace MPD-Development Agreement.

Additionally, the PLDRB recommended the addition of a condition in the MPD-DA to have a historic marker installed on the property to recognize Gore Lake Mound as an archaeological site.

The PLDRB further recommended that the Applicant and Staff work together to create a condition that would allow for 18’ wide townhome lots.

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
Area	1013.36+/- acres	1017.77+/- acres (1006.36 owned by applicant) (11.41+/- acres owned by VS Palm Coast LLC – owner of Magnolia Trace ALF)
# of Units	388.5 ac. Uplands = 1 unit/acre = 388 units 625 ac. Wetlands = .25 unit/acre = 156 units Total = 544 units (Bonus to 754 units) 2.2 acres of neighborhood commercial	Maximum of 544 Residential Units (multi-family and townhomes not to exceed 150 units) 35,000 sq. ft. of Neighborhood Commercial (consistent with COM-1) There is an existing 80 unit ALF at Magnolia Trace – 20 Independent living and 60 Assisted Living
	Residential Total = 544 units (Bonus to 754 units)	Residential Total is 544 Residential Units plus 80 existing units = 624 units (multi-family and townhomes not to exceed 150 units in aggregate) Units may include “Active Adult Housing” Conversion of Residential Units may occur so long as the conversion results in no net increase in PM peak hour trip rate.
Project Description	**Tract 1** - 19.32 ac. Total of 80 units (60 assisted living bed units (1 bed unit = 1.5 beds) and 20 independent living units)	Identified as ALF on MPD Tract Map – No changes to existing development or development standards.
	Tract 2 - 2.2 ac. Reserved parcel (Neighborhood commercial) **Tract 3** - 6.6 ac. Extended care with 120 units	**Tract 1(16.59 ac.) (composed of Tract 2 and Tract 3 and additional adjacent areas from the 2019 MPD)** – Potential uses may include: Neighborhood Commercial/Multi-family Maximum of 35,000 sq. ft. of retail space

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
		Maximum 150 multifamily housing unit Conversion of Residential unit types may occur so long as conversion does not increase net trips
	Tract 4 - 171 ac. With 504 active adult community (attached, detached, multi-family), common recreation area **Tract 5** – 112 ac. With 20 Single-family estate lots (min. size of 3 acres)	Tract 4 and Tract 5 from 2019 MPD have been combined as **Tract 2 (285.82 acres) in the 2026 MPD**. Permitted uses in this tract include: Single-family, Detached/Townhomes/Active Adult Housing/Amenities
	Tract 6A&6B – 704 acres held in open space with 25 acre borrow pit site (borrow pit operates for 60 months after site plan approval)	**Tracts 6A&6B from 2009 MPD** are identified as **Tracts 3 (66.83 ac.) and 4 (637.12) in the 2026 MPD**. These tracts are designated as Conservation/Open Space and may be available for mitigation credits (if permitted by state law) with an existing Borrow Pit as permitted by previous MPD (identified in Tract 4).
Contingent Density Bonus based on 2004 Comp Plan Policy 3.2.2.2	210 bonus units (Total units is 754)	None.
Wetlands	Impacts may occur as permitted by the SJRWMD and USACOE.	Jurisdictional wetland boundaries to be depicted on all plats. Project is subject to all state and federal environmental and wetland regulations
Stormwater	Adhere to ITT Comprehensive drainage (handle 100 year storm). Stormwater system design for each tract Designed not to create impact on ITT system from a 100 year storm Curb and gutter	Owner responsibility for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
	Restoration of City system as required Stormwater Pollution Prevention Plan	Designed for run off from 5-year, 24-hour storm. Collector roadway 10-year, 24-hour storm event. City to permit redesign of stormwater canals along perimeter of property. Stormwater Pollution Prevention Plan
Landscape	Trees planted approximately fifty feet (50') on center and eight to ten feet (8-10') tall with a minimum two inch (2") caliper within the single family portion of the development Twelve to fourteen feet (12-14') tall with a minimum three and one-half inch (31/2") caliper for all other tracts and common areas South Buffer-Opaque at least 6' high in vacant space Belle Terre-25' wide buffer. Specimen trees preserved as possible	15' wide buffer with Type "G" plantings along Belle Terre Parkway. 20' wide perimeter buffer with Type "E" plantings along the remainder of project boundary The stated buffers shall not be required at the Project entrances. Except as provided in this Agreement, the Project signage, irrigation, drainage, utilities and related improvements shall be allowed in the landscape buffer(s), as outlined in Section 11.03.05.C.6 of the LDC. Install reclaimed water lines. May also use stormwater ponds, irrigation wells, or potable water subject to issuance of Consumptive Use permit and other applicable approvals
Signage	Single or double-faced. External signs max. of 24 sq. ft. and 6' high. Directional signs – max. of 8 sq. ft. and 3' high. Other signs per LDC.	At primary entrances Max. of 12' high and 48 sq. ft. Individual residential and commercial projects Directional signs – max. of 4' high and 6 sq. ft.

Items	2019	2025
		Neighborhood, amenity and commercial project directory max 6' high and 32 sq. ft.
Roadways (Interconnectivity and Access)	Curb and gutter – 24' wide road 5' wide sidewalks on both sides of road Internal collector- 4' bike lane or 5' wide sidewalk on one side with 10' wide multi-purpose path Private internal loop roadway, all internal roadways are private Tract 5-private road with access to Zonal Geranium Trail Irrigation, lighting, and landscaping along roadways Dedication of a total of 1200' long additional ROW to the east and west of Tract 1 entrance (no spec on width was provided) Northbound and southbound lanes at Belle Terre Blvd. at Tract 1 entrance Deposit cost of traffic signal for Karas and Belle Terre intersection (not subject to credit)	Project will integrate pedestrian, bicycle, and vehicular traffic circulation systems within the property and with adjacent rights-of-way. Sidewalks 5' on one side of internal roadway Access as depicted on Conceptual Master Plan. May be gated at discretion of owner. Additionally, two stabilized emergency access points If traffic signal or other traffic control improvement is warranted based on analysis, the Owner shall design, construct, and bond the signal or alternative traffic signal control improvement as a condition of issuance of development order for the phase triggering the warrant subject to prop-share agreement.
Recreation	Tract 4 – 5 acre rec complex Tract 5 – Dedicated walking or horse trail	Owner to provide recreation amenities for benefit of project. Specific location, configuration, and design of amenities at time of first Preliminary Plat or Technical Site Plan submittal.
Habitat/Wildlife Protection	All applications for preliminary plat or site plan	Permits as required from FFWCC

Items	2019	2025
	shall include a listed species study in accordance with the LDC	Bear Smart Communities principles Consider use of wildlife crossings in areas crossing optimal wetlands or greenway corridors as appropriate.
Utilities	Extensions to connect are owner responsibility Conduit for fiber optics Underground utilities	City is primary provider. Owner is responsible for any and all costs associated with expansion of capacity to serve property, extension of existing City Utilities to serve project
Fire Protection	Hydrants	Hydrants
Solid Waste	By licensed city franchisee	No pertinent conditions.
Telephone/Electricity/Cable TV	Underground	No pertinent conditions.
Police protection	Flagler County Sheriff's Office	No pertinent conditions.
Aquifer Protection	Plug any abandoned wells	Abandon per applicable state and federal regulation.
Water Supply	Florida Friendly landscape techniques. 50% of planted vegetation by surface area shall be native drought-tolerant Irrigation wells allowed for landscaped areas	Water Conservation: i. Native, drought tolerant plant materials; ii. Separate irrigation zones shall be required for turf, non-turf areas; and iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.
Cultural Resources	Preservation of Gore Lake Mound	Phase 2 and 3 Completed for Gore Lake Mound site. Letter from Dept. of Historic Resources agree with findings of Phase 2 and 3 and conclusion of ACOE. *Based on the results of the Phases 2 and 3 survey, this office (DHS) concurs with the investigator's recommendations and finds that the proposed project will have no adverse effect to*

Items	2019	2025
		historic properties, and no further work is required.
Floodplain Management	No development in floodplain without elevating structure and compensation storage. Any open space shall be in conservation easement to SJRWMD or City	No special conditions in MPD, must follow LDC.
Construction Debris Disposal/Open Burning Prohibited	On site open burning shall not be permitted.	No special conditions in MPD, must follow LDC. Open Burning is regulated for Florida Dept. of Forestry.
Platting and Development Plan	Preliminary Plat application within 60 months of date of adoption of MPD. Applicant may apply for extension of time subject to PLDRB and Council approval. Minor deviations to development requirements up to 10% may be granted administratively	No special conditions in MPD, must follow LDC.
Development Requirements	Height – Single Family – 36’ Condominium (1-4 units) - 36’ Condominium (Multi-family) – 60’ Tract 3 (Extended Care Facility) – 48’ Commercial – 36’ Tract 5 – 3 acre minimum lot size	Height: Single Family – 36’ Townhomes – 36’ Multi Family – 50’ Commercial -25’ Minimum lot area: SFR – 4000 SF (40’ lot width) Townhome-1600 SF (18’ lot width) Minimum Unit Size: SFR and Townhomes – 1200 SF Multi-family – 650 SF

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
Open Space	Minimum pervious area of 30%	Minimum 30% of project's gross area. Flexibility on open space as provided by LDC.
Amending the Agreement	Major modifications: Increase of more than 10% in dwelling units, reduces open space by more than 10% or decrease size of any perimeter buffer require	Development Agreement shall not be modified or amended except by written agreement executed by all parties and upon approval of the City Council.
Sales and Construction Trailer	One temporary sales trailer and up to two construction trailers	No special conditions in MPD, must follow LDC.
Concurrency	Determined at Plat review	Transportation concurrency and concurrency for other facilities determined during Preliminary Plat or technical site plan process.
Vehicular/Non-vehicular and Pedestrian Access, Parking, and Interconnectivity	No special conditions in MPD. Must follow LDC standards.	Garages accommodate minimum of one car if 1600 sq. ft. or less Driveways with minimum depth of 20' Detached garage units are optional Owner to evaluate traffic improvements (turn lanes, deceleration lanes, etc.) prior to site plan or preliminary plat at each phase 1 space/250 sq. ft. of amenities.
Facility Commitments	Capacity shall be consistent with Comprehensive Plan Levels of Service.	City is not responsible for construction or creation of public facilities or capacity to facilitate the development of property. No building or development permits issued unless there is adequate capacity for concurrency
Lighting	Decorative 30' poles	Pole mounted with common architectural theme. Minimize off-site impact.

Comparison of 2019 (Third Amended and Restated MPD) and 2025 OARE/Magnolia Trace MPD (Fourth Amended and Restated)

Items	2019	2025
Wetland Buffer	No special conditions in MPD. Must follow LDC standards.	Comply with Section 10.01.08 of LDC which requires natural upland buffer with average width of 50 feet and no less than 25' (adjacent to optimal wetland). Natural upland buffer with average width of 25' and no less than 15' adjacent to moderate and minimal wetlands. Double row silt fence when adjacent to optimal wetlands.
Phasing Plan	No phases in MPD.	Development may occur in phases. Requires submittal of Subdivision Master Plan. Infrastructure must be provided to support each phase. Adequate emergency vehicle access and turnarounds should be provided at all times.

Prepared By:
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Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

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

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

FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE)

THIS FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE), (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, 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 OARE ASSOCIATES, LLC, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 1000 Legion Place, Suite 1700, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 1,006.37 acres, more or less, located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **EXHIBIT "A"** and incorporated herein ("Property");

WHEREAS, on or about December 5, 2005, the City rezoned a portion of the Property to Planned Unit Development and adopted the Oare Project, Planned Unit

Development Agreement ("2005 PUD") Agreement by Ordinance No.2005-45, recorded in the Official Records Book 1365, Page 23, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about July 7, 2009, the City adopted the Oare Project, Amended Planned Unit Development Agreement Application No. 1661, Request for Time Extension – Preliminary Plat ("2009 PUD Modification") by Ordinance 2009-16, recorded in Official Records Book 1732, Page 256, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about September 2, 2014, the City adopted the Oare Master Planned Development Second Amended and Restated Development Agreement ("2014 MPD") by Ordinance 2014-18, recorded in Official Records Book 2061, Page 501, et. seq., Public Records of Flagler County, Florida;

WHEREAS, on or about November 19, 2019, the City adopted the Oare Master Planned Development Third Amended and Restated Development Agreement ("2019 MPD") by Ordinance 2019-24, recorded in Official Records Book 2402, Page 267, et. seq., Public Records of Flagler County, Florida;

WHEREAS, the 2005 PUD, 2009 PUD Modification, 2014 MPD and 2019 MPD are referred to herein as the "Previous MPD";

WHEREAS, on December 16, 2024 the City approved an extension of the Previous MPD to November 25, 2028 pursuant to Section 252.363, Florida Statutes, by letter extension as recorded in Official Records Book 2940, Page 419, Public Records of Flagler County, Florida;

WHEREAS, the Previous MPD permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less ("Previous MPD Property");

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD;

WHEREAS, the site plan for the Assisted Living Facility was approved by the City of Palm Coast pursuant to City of Palm Coast Development Order No. SP-MOD-06-01, approved on May 30, 2006 and recorded June 20, 2006 in Official Records Book 1449, Page 362, of the Public Records of Flagler County, Florida (the "ALF Development Order");

WHEREAS, the Assisted Living Facility was conveyed by Owner to Palm Coast SLP, LLC, a Georgia limited liability company, by virtue of that certain Special Warranty Deed dated July 13, 2006 and recorded July 28, 2006 in Official Records Book 1464, Page 1991 of the Public Records of Flagler County, Florida;

WHEREAS, on July 26, 2006, Oare Associates, LLC recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Magnolia Trace at Official Records Book 1463, Page 1424, of the Public Records of Flagler County, Florida (as amended and supplemented from time to time, the "Master Declaration"), pursuant to which the Magnolia Trace Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), was formed to operate, maintain, and enforce the covenants relating to the common roadways, stormwater facilities, common landscape areas, and other common elements serving the properties within Magnolia Trace, including the Assisted Living Facility;

WHEREAS, the Assisted Living Facility is fully vested under the Previous MPD and not subject to or affected by this Development Agreement;

WHEREAS, the Property includes real property owned by the Owner that was excluded from the Previous MPD Property as more particularly described in the attached

EXHIBIT "B" (the "Additional Property");

WHEREAS, the Property contains the former site of the Gore Lake Mound, a prehistoric sand burial mound recorded in the Florida Master Site File as Site No. 8FL00029 (the "Gore Lake Mound"). The mound was substantially leveled by land-clearing activities decades ago. It has since been surveyed and excavated by Heritage Cultural Services, LLC, which found no human remains or significant cultural deposits. Based on those investigations, the Florida Division of Historical Resources, as the State Historic Preservation Officer, has concurred that the Gore Lake Mound is ineligible for listing in the National Register of Historic Places and that development of the Property will have no adverse effect on historic properties;

WHEREAS, although the Gore Lake Mound is not required to be preserved, the Owner has voluntarily agreed to install a historical marker recognizing the Gore Lake Mound, as provided in Section 10.21;

WHEREAS, the Owner desires to amend and restate the Previous MPD, to the extent it affects the Property, including the Additional Property, and voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Property.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

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

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the owner of the Property, in accordance with the title opinion or title certification provided by the Owner to the City and 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 Property.

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the case may be; that this Development Agreement and the proposed performance of this

Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

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

SECTION 3. PROJECT DESCRIPTION.

The Owner may develop the Project as a mixed-use residential community consistent with the conditions set forth herein, consisting of a maximum of 544 residential units and a maximum of 35,000 square feet of neighborhood commercial uses consistent with the City's COM-1 zoning district, except as provided for in this Agreement. The Parties acknowledge the conceptual master plan attached hereto as **EXHIBIT "C"** ("Conceptual Master Plan") is provided solely as an illustrative and non-binding Conceptual Master Plan to demonstrate the layout of the permitted development. The Project shall follow the general conceptual layout of the Conceptual Master Plan, subject only to such modifications as authorized by Section 6 hereof. The final location, orientation, and configuration of buildings, infrastructure, and open space may vary, therefore the final design and layout of the Project shall be determined at the time the Owner submits an application or applications for site plan or subdivision plat

approval. The Owner shall be permitted to develop up to the maximum of five hundred forty-four (544) residential units permitted by this Development Agreement regardless of the number or mix of units depicted on the illustrative and non-binding Conceptual Master Plan. The permitted residential unit types are described in Section 7.1 below and may be converted in accordance with Section 7.2. The Owner, at its discretion may create a Community Development District (the "CDD"), pursuant to Section 190, Florida Statutes or property owners' association. The Owner may assign the obligation for the design, permitting, development and maintenance of improvements provided for in this Agreement, in whole or in part, to the CDD or an owners association or associations created for those purposes.

SECTION 4. FUTURE LAND USE.

This Development Agreement is consistent with the City's Comprehensive Plan (2050). The Property is designated Greenbelt, Conservation and Residential on the City's Future Land Use Map ("FLUM"). The overall density of the Project and the Assisted Living Facility is calculated based on the gross acreage of the Previous MPD Property (1,013.36 acres, more or less) and the Additional Property (4.41 acres, more or less) for a total acreage of 1,017.77 acres, more or less. As provided in the Previous MPD, residential development credits were established for both upland areas (approximately 388 acres at 1.0 credit/acre) and wetland/conservation areas (approximately 625 acres at 1 credit/4 acres), resulting in approximately 544 development credits, excluding the Assisted Living Facility and Nursing Home Facilities, as defined in the Previous MPD. Pursuant to Policy 1.1.2.4 of the City of Palm Coast Comprehensive Plan (2050), the Greenbelt land use designation may include MPDs having lot sizes of less than one (1) acre with common open spaces, provided that the development's overall density does not exceed one (1) dwelling unit per acre. Consistent with that Policy, contingent density bonuses were granted in the Previous MPD for a total

density of seven hundred and fifty-four (754) units, consisting of five hundred forty-four (544) dwelling units, a maximum of sixty (60) bed units and one hundred twenty (120) units on a gross acreage of 1,013.36 acres. The density and intensity permitted by this Development Agreement consisting of a maximum of five hundred forty-four (544) residential dwelling units and a maximum of 35,000 square feet of neighborhood commercial uses is less than the one (1) unit per gross acre.

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

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property to the terms and conditions of this Development Agreement.

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

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

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

(e) The Conceptual Master Plan establishes the general framework for the Project. A Subdivision Master Plan shall be required prior to Preliminary Plat approval for each phase of the Project. The recreational facilities required pursuant to Section 9(f) of this

Development Agreement are not depicted on the Conceptual Master Plan and shall have their specific location and design identified at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

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

The exact location of lots, roadways, primary sidewalk/pathway system, and other improvements shall be determined by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or subdivision plat applications for the Project, or portions thereof, as allowed by the LDC, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

7.1 DEVELOPMENT PROGRAM. The following uses, densities and intensities shall be permitted in the Project: (a) a maximum of 544 total residential units for the overall Project, which may consist of any combination of single-family detached housing units, multifamily housing units or townhomes and/or active adult housing, provided that the multifamily housing units or townhomes shall not exceed 150 units in aggregate; (b) a maximum of 35,000 square feet of retail space, subject to the conversion rights provided for in Section 7.2; (c) an amenity center or centers; and (d) a borrow pit. The Project may consist of one (1) amenity center to serve all of the residential uses or separate amenity centers may be constructed to serve residential uses on one or more tracts, at the Owners discretion. The foregoing uses shall only be permitted on the tracts as described in the Tract Map attached hereto as **EXHIBIT "D"**, as follows:

- Tract 1 – Neighborhood Commercial/Multifamily.
- Tract 2 – Single Family Detached/Townhomes/Active Adult Housing/Amenities.
- Tract 3 – Conservation/Open Space.
- Tract 4 – Conservation/Open Space/Borrow Pit.

The design standards for the permitted uses shall be governed by the Lot and Building Standards provided in Section 12 and Table 12.1 Site Development Requirements below, which shall control over any inconsistent provision of the LDC.

Tracts 3 and 4 (generally described as Tracts 6A and 6B in the Previous MPD) are comprised of wetlands and associated uplands. Notwithstanding the existence of any conservation easement dedicated to the City, both Tracts 3 and 4 shall be available for mitigation credits to the Owner or its assignees if permitted by the controlling provisions of State Law and the appropriate permitting agency or agencies of government. Due to on-site wetlands associated with the Conservation designation on the City's FLUM, wetlands shall be fully delineated during the platting process. All jurisdictional wetland boundaries, including the upland buffer, shall be depicted on all plats prior to submittal. The Owner may apply for approval of an authorized Mitigation Bank for Tract 3 and/or Tract 4 with the St. Johns River Water Management District ("SJRWMD"). The only non-wetland mitigation development that can occur with Tract 4 is the borrow pit permitted by the Previous MPD, with associated and temporary ingress and egress to service the borrow pit operation. At such time as the borrow pit operation has been completed, the temporary ingress and egress will be removed and all areas will be restored to their natural state.

7.1.1 ACTIVE ADULT HOUSING. For purposes of this Development Agreement, "Active Adult Housing" means age-restricted housing operated in compliance with the "housing for older persons" exemption under the Fair Housing Amendments Act, 42

U.S.C. § 3607(b)(2)(C), and the rules promulgated thereunder at 24 C.F.R. Part 100, Subpart E, including the requirements that (i) at least eighty percent (80%) of the occupied units be occupied by at least one person fifty-five (55) years of age or older; (ii) the Owner publish and adhere to policies and procedures demonstrating the intent to provide housing for persons fifty-five (55) years of age or older; and (iii) the Owner comply with the rules issued by the Secretary of the U.S. Department of Housing and Urban Development for verification of occupancy. The Active Adult Housing Units shall be subject to, and developed in accordance with, the foregoing federal age-restriction requirements as memorialized in recorded covenants, conditions and restrictions.

7.2 CONVERSION OF USES. The Owner may convert among the residential unit types permitted within the Project (Single-Family, Multifamily/Townhome, and Active Adult) and the neighborhood commercial uses permitted on Tract 1, so long as the conversion results in no net increase in the PM peak hour trip rate for the Project. Conversions shall be calculated using the Land Use Conversion Table, derived from the Project's Traffic Impact Analysis, attached hereto as **EXHIBIT "E"**. At the Owner's election, or for a use not listed in **EXHIBIT "E"**, conversions may instead be calculated using a trip generation analysis acceptable to the Land Use Administrator. For purposes of **EXHIBIT "E"**, multifamily and townhome units shall be treated as Multifamily Housing (Low Rise), Active Adult Housing as Senior Adult Housing Single-Family, and neighborhood commercial uses as Strip Retail Plaza. No conversion shall permit more than five hundred forty-four (544) residential units, more than one hundred fifty (150) multifamily and townhome units in aggregate, or more than 35,000 square feet of neighborhood commercial uses. The Owner shall provide a cumulative summary of conversions with each Subdivision Master Plan, Preliminary Plat, or Technical Site Plan application. This Section

7.2 limits only conversions between uses and shall not be construed to limit the development of the residential units and neighborhood commercial uses permitted by Section 7.1. To the extent the development of such uses, without conversion, generates PM peak hour trips in excess of those identified in the Traffic Impact Analysis, the Owner may satisfy transportation concurrency by constructing or paying for off-site improvements, or by entering into a proportionate fair-share agreement, in accordance with Section 163.3180, Florida Statutes, and the LDC.

7.3 NEIGHBORHOOD COMMERCIAL. A maximum of 35,000 square feet of neighborhood commercial space consistent with the City's COM-1 zoning district, except as otherwise provided herein, may be developed on Tract 1.

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

(a) The Project shall be designed to integrate pedestrian, bicycle, and vehicular traffic circulation systems within the Property and with adjacent rights-of-way, to promote connectivity between all uses within the Property. The Project shall integrate an internal system of pedestrian connections (the "Pedestrian Connectivity System") intended to provide safe, convenient, and continuous access to all uses within the Project. All uses within the Project shall be accessible by a dedicated road. The Parties acknowledge that the Conceptual Master Plan is illustrative and conceptual in nature and the specific location of bicycle and pedestrian facilities, access points, internal roadways, and dedicated road connections serving individual tracts and lots will be determined by phase through the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan review process. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

(b) Parking spaces and garages for residential units within the Project shall be provided as follows: (1) single-family detached, townhouse, and active adult dwelling units with one thousand six hundred (1,600) square feet or less of minimum living area shall provide a minimum one-car attached or detached garage and a permanent-surface area sufficient to accommodate two (2) additional exterior parking spaces; (2) single-family detached, townhouse, and active adult dwelling units with greater than one thousand six hundred (1,600) square feet of minimum living area shall provide a minimum two-car attached garage; (3) townhouse units with garages shall provide a driveway with a minimum depth of twenty (20) feet measured from the face of the garage door, and such driveway area may be counted toward the required parking spaces; (4) off-street parking shall not be permitted adjacent to either side of any dwelling, except where such parking provides access to a garage; and (5) for multifamily projects, optional detached garage units may be provided, and if provided, shall be provided for a minimum of one-third (1/3) of the proposed multifamily units. Garages shall count toward the minimum parking requirements for residential units within the Project.

(c) As determined by the Traffic Impact Analysis submitted with the Owner's application to amend the Previous MPD, the Project does not have an adverse impact on the City's adopted Level of Service (LOS) on the adjacent roadway system. However, prior to approval of the site plan or preliminary plat for each phase of the Project, the Owner shall evaluate all turn lane movements to determine if any improvements (turn lanes, decel lanes, etc.) are required.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this

Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 9. FACILITY COMMITMENTS.

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

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

i. The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an

individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Pedestrian Connectivity System established in Section 7.4(a) shall be implemented through an internal integrated system of sidewalks and pedestrian paths designed to ensure that pedestrians are provided safe and convenient access to all uses within the Project. The Pedestrian Connectivity System shall include sidewalks with a minimum width of five (5) feet, constructed on at least one side of the internal roadway system. The specific location and design of such pedestrian facilities shall be provided for each phase of the Project at the time of the Preliminary Plat or Technical Site Plan submittal for that phase.

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

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

(f) PARK AND RECREATION: The Owner shall provide active and passive parks and recreation facilities for the benefit of the Project in accordance with the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan.

The specific location, configuration and design of parks and recreation facilities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

(g) BORROW PIT: The Owner shall be permitted to develop and operate the permitted borrow pit on the Property for the term of this Development Agreement and any extensions thereto as permitted herein.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking and garage requirements for residential uses shall comply with Section 7.4(b) of this Development Agreement. Residential garages and driveways shall count toward minimum parking requirements for permitted residential uses. Parking for all amenities shall be a minimum of one (1) space per two hundred and fifty (250) square feet. Parking for all other permitted uses for which parking standards are not expressly provided in this Development Agreement shall be consistent with the LDC.

10.2 OPEN SPACE: Minimum open space shall be Thirty percent (30%) of the Project's gross area (Tracts 1, 2, 3 and 4, combined). Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a CDD, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be

the potable water and wastewater service provider for the Project upon payment of applicable fees.

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

10.5 DRAINAGE:

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

(b) Stormwater piping and the stormwater collection and conveyance system shall, at a minimum, be designed to convey the runoff resulting from the five (5)-year, twenty-four (24)-hour storm event. Collector roadway cross drains and collector roadway swales and ditches shall be designed to convey the ten (10)-year, twenty-four (24)-hour storm event. Outfall ditches and canals shall be designed to convey the twenty-five (25)-year, twenty-four (24)-hour storm event. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the twenty-five (25)-year, twenty-four (24)-hour storm event, with full recovery and use of the roadway available at the end of the design storm event. All of the foregoing is consistent with, and shall not be construed as more stringent than, the standards set forth in the LDC. Stormwater detention

facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

(c) The City shall permit the redesign, impact and redevelopment of its existing stormwater drainage canals located on the Property, including the rerouting of such canals, so long as such does not adversely affect the City's uses of said canals and does not cause any adverse impact upstream or downstream of the development. The Owner shall demonstrate compliance with the foregoing through the Project's stormwater report or analysis, which shall be reviewed and approved by the City during the Technical Site Plan review process. The Owner's redesign, impacts and redevelopment may include but are not limited to (i) relocation, (ii) rerouting, (iii) installation of culverts, or (iv) bridges.

10.6 LANDSCAPING: The Owner shall install reclaimed water distribution lines at the time of subdivision improvements so that the Project may be served for irrigation once reclaimed water becomes available to the site. Until reclaimed water is available to the site, the Owner may use potable water for irrigation. The Owner may also use stormwater ponds or irrigation wells as an alternative or supplemental source of irrigation water, subject to the issuance of any required Consumptive Use Permit and any other applicable approvals of the St. Johns River Water Management District ("SJRWMD"); provided, however, the Owner makes no representation that these alternative sources will be available or feasible given site conditions. Once reclaimed water becomes available to the site, no potable water shall be used for irrigation, except as otherwise permitted by the LDC. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by Section 10.20 below.

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

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

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with (i) the expansion of capacity to serve the Property or (ii) the extension of existing City utilities to the Property that may be required to serve this Project and, if so, the parties shall enter into a proportionate fair share agreement providing for impact or connection fee credits. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: Ingress and egress to the Project shall be provided, constructed, and maintained in accordance with this Development Agreement. The Project shall be served by two (2) primary full-access collector roadways from Belle Terre Boulevard as depicted on the Conceptual Master Plan. In addition to the primary access points, the Project shall be served by at least two (2) stabilized emergency access points: (a) a stabilized emergency access from Zonal Geranium Trail on the east side of the Project, and (b) a stabilized emergency access to north of Zonal Geranium Trail to ensure consistency with the City's Comprehensive Plan (2050). The specific location, alignment, and design of the full-access collector roadways and the stabilized emergency

access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties.

10.11 NATURAL RESOURCE PROTECTION:

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

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

(c) Any wells discovered or encountered during construction of the Project shall be properly abandoned in accordance with all applicable state and federal regulations.

10.12 WETLANDS: The Project shall be subject to all Federal and State environmental and wetland regulations. Minor incidental wetland impacts may occur as permitted by the SJRWMD and the U.S. Army Corps of Engineers ("ACOE"), and/or such additional wetland impacts as may be authorized under the governing regulatory permits and the Subdivision Master Plan, Preliminary Plat, or Technical Site Plan approval process. Non-impacted wetlands shall be buffered consistent with SJRWMD and City regulations. Wetland upland buffers shall comply with the requirements of Section 10.01.08 of the LDC, which

requires a natural upland buffer with an average width of fifty (50) feet, and no less than twenty-five (25) feet, adjacent to and surrounding optimal wetlands, and a natural upland buffer with an average width of twenty-five (25) feet, and no less than fifteen (15) feet, adjacent to moderate and minimal wetlands. Where development occurs adjacent to a conservation easement or an optimal (high quality) wetland, the Owner shall install, during construction activities, a double row of silt fence spaced three (3) feet apart to prevent erosion and sedimentation.

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

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. Separate irrigation zones shall be required for turf, non-turf areas; and

iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

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

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

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

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. The Owner shall consider the use of wildlife crossings in areas where the Project's roadway network crosses optimal wetlands or greenway corridors, as appropriate. The specific location, design, and scope of any such wildlife crossings shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal.

10.17 SIGNAGE: The development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the two (2) primary Project entrances and may be identified with either one double-faced or two single-faced monument entrance signs. Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of twelve feet (12') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none

of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project's first preliminary plat or site plan approval

10.18 MODEL HOMES: For each phase, up to five (5) model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes.

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

10.20 PROJECT BUFFERS: At a minimum, the Owner shall provide and maintain (i) a fifteen-foot (15') wide landscape buffer with Type "G" plantings along Belle Terre Parkway and (ii) a twenty-foot (20') wide perimeter buffer with Type "E" plantings along the remainder of the Project boundary. The foregoing buffers shall not be required at the Project entrances. Except as otherwise provided in this Agreement, Project signage, irrigation, drainage, utilities, and related improvements shall be permitted within the Belle Terre Parkway landscape buffer, as outlined in Section 11.03.05.C.6 of the LDC. Notwithstanding the foregoing, the Owner may elect to leave any portion of the Belle Terre Parkway landscape buffer or the perimeter buffer in its existing natural state in lieu of installing the Type "G" or Type "E" plantings otherwise required by this Section 10.20, provided that (i)

the minimum buffer width otherwise required by this Section 10.20 is maintained, and (ii) the existing natural conditions (including without limitation wetlands and native vegetation) provide screening equal to or better than the screening that would be provided by the applicable buffer plantings.

10.21 GORE LAKE MOUND HISTORICAL MARKER: The Owner shall include information and an interpretive display about the Gore Lake Mound in an amenity center developed within the Project.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Property may be developed in multiple phases. The Project shall be developed in phases as depicted on the Phasing Plan attached hereto as **EXHIBIT "F"** (the "Phasing Plan"). The Phasing Plan is conceptual in nature and the specific boundaries, sequencing, and timing of each phase may be modified by the Owner at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Property), the Owner shall submit a Subdivision Master Plan for the relevant phase for City approval pursuant to the LDC, and thereafter shall submit a Preliminary Plat for the relevant phase. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Neighborhood streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124' right-of-way diameter and a 104' pavement diameter. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2) feet of drivable curb is maintained and does not impede fire truck movement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each permissible use shall comply with the LDC except as follows:

Table 12.1 - Site Development Requirements

Regulations	**Tract 1** Neigh. Comm.	**Tract 1** MFR (8 units per acre) ****	**Tract 2** SFR Detached/ Amenities	**Tract 2** Active Adult/ Amenities	**Tract 2** Townhome **** (Up to 8 DUs per Bldg.)	**Tract 3 & 4** Conservation / Open Space/ Borrow Pit
Min. Lot Area	10,000 SF	10,000 SF	4,000 SF	4,000 SF	1,600 SF	N/A
Min. Lot Width	100 ft.	100 ft.	40 ft.	40 ft.	18 ft.	N/A
Min. Lot Depth	100 ft.	N/A	100 ft.	100 ft.	N/A	N/A
Min. Front Setback	30 ft.	20 ft.	20 ft.	20 ft.	20 ft.	N/A
Min. Side Corner Setback	25 ft.	15 ft.	15 ft. ***	15 ft. ***	15 ft.***	N/A
Min. Interior Side Yard Setback	10 ft.**	8 ft.**	5 ft.	5 ft.	15 ft.**	N/A
Min. Rear Yard Setback	25 ft.*	20 ft.****	10 ft.	10 ft.	20 ft.	N/A
Max. Bldg. Height	25 ft.	50 ft.	36 ft.	36 ft.	36 ft.	N/A
Min. Unit Size	N/A	650 SF	1,200 SF	1,200 SF	1,200 SF	N/A
Unit Mix	N/A	N/A	N/A	N/A	N/A	N/A

Comments:
*Abutting residential required 35-foot landscape setback for Tract 1.
** If buildings exceed 2 stories in height, setbacks shall increase at 10 ft. for every floor over two.
*** No driveways shall be permitted within the side yard setback.
**** All distance dimensions must conform to the *Florida Building Code Regulations.*
The five (5)-foot side setback shall apply to the exterior of units. No development standards applicable to Tracts 3 and 4 due to Conservation and Open Space use. Townhome lots on Tract 1 shall comply with the Tract 2 Townhome dimensional standards in Table 12.1.

12.2 MIXED-USE TRACTS DIMENSIONAL STANDARDS: Non-residential (commercial) uses within the Project shall be permitted only on Tract 1 and shall not be permitted on any other Tract.

Tract 1 consists of two (2) upland development areas separated by wetlands and the existing access road serving the ALF Parcel. Each such upland development area may be developed under any of the following scenarios independently of the other, provided that any

such development is consistent with the terms of this Development Agreement:

(i) *Stand-alone Commercial.* Uses consistent with the City LDC requirements for the Neighborhood Commercial (COM-1) zoning district.

(ii) *Stand-alone Residential.* Multifamily uses consistent with the City LDC requirements for the MFR-1 zoning district.

(iii) *Mixed Use.* A combination of Multifamily and Neighborhood Commercial uses consistent with the requirements of the zoning districts referenced in (i) and (ii) above, which may consist of (A) one or more single-use buildings dedicated to either Multifamily or Neighborhood Commercial uses, (B) one or more mixed-use multistory buildings consistent with Section 4.08.05 of the LDC (Multiuse buildings), with non-residential (commercial) uses consistent with the COM-1 zoning district on the ground floor and/or other lower floor(s) of the building and multifamily residential uses on the upper floor(s) of the building, or (C) any combination of the foregoing.

Multifamily units developed on Tract 1, whether stand-alone or as part of mixed-use buildings, shall count toward the 150-unit aggregate cap on multifamily housing units and townhomes set forth in Section 7.1.

12.3 AMENITIES. The Project's amenities may include, without limitation, a clubhouse or clubhouses with fitness facilities, community pool(s), playground(s), sports courts, common area open space, and similar facilities. Amenities may also include other passive and active recreational areas or facilities such as dog parks, pocket parks, and a trail system. The Project's trail system may form a part of the Project's Pedestrian Connectivity System established pursuant to Section 7.4(a). The Project's amenities shall be provided to maintain the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration, and design of the Project's

amenities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal, consistent with Sections 5(e) and 9(f) of this Development Agreement.

12.4 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner may submit to the LUA an architectural program for the Project. Such program shall include signage and lighting for the Project.

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

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

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

SECTION 14. COMMON AREAS AND MAINTENANCE.

(a) For all common areas within the Project, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall cause such common areas to be owned, operated, and maintained by (i) the existing Magnolia Trace Master Association, Inc. pursuant to the Master Declaration, as may be amended from time to time; (ii) one or more sub-associations created to govern one or more phases of the Project; (iii) a community development district (a "CDD") created pursuant to Chapter 190, Florida Statutes; (iv) a new or successor property owners association established in accordance with Florida law; or (v)

any combination of the foregoing (collectively, any such entity, the "Association"), each comprised of the owners of lots or parcels within the Project. The Owner reserves the right, at its discretion and in accordance with Florida law, to (A) amend the governing documents of the Master Association or the Master Declaration, (B) create one or more sub-associations to govern one or more phases of the Project, and (C) replace the Master Association and its functions, in whole or in part, with a new or successor property owners association or a CDD. The Association's governing documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association or CDD, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping, stormwater, and buffers.

(b) Existing Assisted Living Facility and Independent Living Units. The Assisted Living Facility, consisting of the sixty (60) assisted living bed units and twenty (20) independent living residences located on that portion of the Previous MPD Property owned by Palm Coast SLP, LLC (the "ALF Parcel"), shall not be subject to the obligations imposed by this Development Agreement. The ALF Parcel shall continue to be governed exclusively by the Previous MPD, the ALF Development Order, and the Master Declaration, which instruments shall remain in full force and effect as to the ALF Parcel notwithstanding anything to the contrary contained herein. Under those instruments: (i) the owner of the ALF Parcel shall remain responsible for the operation, maintenance, and repair of the stormwater

management system located on the ALF Parcel; (ii) the owner of the ALF Parcel shall remain a member of the Master Association and subject to assessment thereby for the maintenance of the common roadways, common landscape areas, common lighting, and other common elements serving the ALF Parcel; and (iii) the Master Association shall continue to be responsible for the operation and maintenance of the common roadways, common landscape, common lighting, and common irrigation serving the ALF Parcel, in accordance with and to the extent provided in the Previous MPD and the Master Declaration. Nothing in this Development Agreement shall diminish, alter, terminate, or otherwise impair the rights and obligations of the owner of the ALF Parcel or of the Master Association under the Previous MPD or the Master Declaration, each of which shall continue in full force and effect as to the ALF Parcel.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: Oare Associates, LLC
Attn: John P. Junod, Esq.
Shuffield Lowman
1000 Legion Place, Suite 1700
Orlando, Florida 32801

With copies to: Jay W. Livingston, Esq
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

SECTION 17. SEVERABILITY.

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

SECTION 18. 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 Property.

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

(e) If state or federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this

Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

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

SECTION 20. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire thirty (30) years from the Effective Date.

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

SECTION 21. RECORDATION.

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

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. 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 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to

the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. 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 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

SECTION 31. 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 32. 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 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALITY TO NEXT PAGE)

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

CITY OF PALM COAST, FLORIDA

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
_____, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2026, by _____, Mayor of the CITY OF PALM COAST, __ who is personally known to me or __ who produced _____ as identification.

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

WITNESSES:

_____

_____

(print)

_____

_____

(print)

"OWNER"

_____ LLC, a Florida limited liability company

By:_____

_____, Manager

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2023, by _____, Manager, _____, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, Page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, Page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kanakakee Run—Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, Page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, Page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", a arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57 East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve

concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56"East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet; through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of way line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a

curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along a non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'37", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord

bearing and distance of South 37°03’49” West, 571.31 feet; Course 2, thence North 41°22’55” West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02’29”, an arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38’20” West, 968.88 feet; Course 4, thence South 88°39’35” West, 211.11 feet; Course 5, thence South 01°20’25” East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59’59”, an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09’36” West, 99.27 feet; Course 7, thence South 89°39’35” West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20’25” West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39’35” West, 127.70 feet; Course 3, thence North 00°20’25” West, 113.58 feet; Course 4, thence North 44°39’35” East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21’02”, an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30’56” West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18’22” West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51’28”, an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37’32” West, 37.47 feet; Course 3, thence North 19°33’26” West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47’09”, an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33’10” West, 66.94 feet; Course 2, thence South 44°39’35” West, 238.91 feet; Course 3, thence South 00°20’25” East, 192.13 feet; Course 4, thence South 89°39’35” West, 282.47 feet; Course 5, thence North 00°20’25” West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°0’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39’35” West, 300.00 feet; Course 7, thence South 00°20’25” East, 50.00 feet; Course 8, thence South 89°39’35” West, 253.41 feet; Course 9, thence South 00°20’25” East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39’35” West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve,

through a central angle of 06°41’48”, an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, Page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18’42” West, 177.70 feet; thence North 07°02’15” West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41’33” West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31’09” West, 57.09 feet; Course 2, thence North 59°28’51” East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00’00”, an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28’51” East, 318.20 feet; Course 4, thence North 30°31’09” West, 1215.00 feet; Course 5, thence North 59°28’51 East, 173.41 feet; Course 6, thence North 30°31’09” West, 300.00 feet; Course 7, thence North 59°28’51” East, 80.00 feet; Course 8, thence North 30°31’09” West, 300.00 feet; Course 9, thence North 59°28’51” East, 79.56 feet; Course 10, thence North 19°12’34” West, 1199.35 feet; Course 11, thence North 39°07’43” West, 238.04 feet; Course 12, thence South 89°59’53” West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00’07” East, 300.00 feet; Course 14, thence North 89°59’53” East, 50.00 feet; Course 15, thence South 53°08’54” East, 63.20 feet; Course 16, thence South 30°31’09” East, 6.35 feet; Course 17, thence South 59°28’51” West, 1066.59 feet; Course 18, thence North 30°31’09” West, 660.00 feet; Course 19, thence South 59°28’51” West, 253.41 feet; Course 20, thence North 30°31’09” West, 468.41 feet; Course 21, thence South 59°28’51” West, 300.00 feet; thence North 89°14’34”West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46’05” East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12’31” West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 12, also known as Tract “A”, as described and recorded in Official Records Book 1907, Page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE ADDITIONAL PROPERTY

LOT 10 OF BLOCK 14, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 18, AT PAGE 28, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

RESERVED PARCELS D-3 AND F-4, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 29 AND 31, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "C"

CONCEPTUAL MASTER PLAN

ON FOLLOWING PAGE

EXHIBIT "D"

TRACT MAP

ON FOLLOWING PAGE

EXHIBIT "E"

Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	***ITE LUC***	***Independent Variable***	***PM Peak Hour Ave Trip Rate***
Single-family Housing	210	DU	0.82
Multifamily Housing (Low Rise)	220	DU	0.48
Senior Adult Housing Single-Family	251	DU	0.33
Strip Retail Plaza <40KSF	822	KSF	2.51

Note: Average PM peak hour trip rate calculated using the April 2026 TIA

TO: / FROM:	Single-family Housing	Multifamily Housing (Low Rise)	Senior Adult Housing Single-Family	Strip Retail Plaza <40KSF
	DU	DU	DU	KSF
Single-family Housing	1	1.71	2.4905	0.3270
Multifamily Housing (Low Rise)	0.58	1	1.4527	0.1907
Senior Adult Housing Single-Family	0.40	0.6884	1	0.1313
Strip Retail Plaza <40KSF	3.06	5.2426	7.6157	1

EXHIBIT "F"

PHASING PLAN

ON FOLLOWING PAGE

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

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

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

FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE)

THIS FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE), (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, 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 OARE ASSOCIATES, LLC, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 1000 Legion Place, Suite 1700, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 1,006.37 acres, more or less, located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **EXHIBIT "A"** and incorporated herein ("Property");

WHEREAS, on or about December 5, 2005, the City rezoned a portion of the Property to Planned Unit Development and adopted the Oare Project, Planned Unit

Development Agreement ("2005 PUD") Agreement by Ordinance No.2005-45, recorded in the Official Records Book 1365, Page 23, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about July 7, 2009, the City adopted the Oare Project, Amended Planned Unit Development Agreement Application No. 1661, Request for Time Extension – Preliminary Plat ("2009 PUD Modification") by Ordinance 2009-16, recorded in Official Records Book 1732, Page 256, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about September 2, 2014, the City adopted the Oare Master Planned Development Second Amended and Restated Development Agreement ("2014 MPD") by Ordinance 2014-18, recorded in Official Records Book 2061, Page 501, et. seq., Public Records of Flagler County, Florida;

WHEREAS, on or about November 19, 2019, the City adopted the Oare Master Planned Development Third Amended and Restated Development Agreement ("2019 MPD") by Ordinance 2019-24, recorded in Official Records Book 2402, Page 267, et. seq., Public Records of Flagler County, Florida;

WHEREAS, the 2005 PUD, 2009 PUD Modification, 2014 MPD and 2019 MPD are referred to herein as the "Previous MPD";

WHEREAS, on December 16, 2024 the City approved an extension of the Previous MPD to November 25, 2028 pursuant to Section 252.363, Florida Statutes, by letter extension as recorded in Official Records Book 2940, Page 419, Public Records of Flagler County, Florida;

WHEREAS, the Previous MPD permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less ("Previous MPD Property");

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD;

WHEREAS, the site plan for the Assisted Living Facility was approved by the City of Palm Coast pursuant to City of Palm Coast Development Order No. SP-MOD-06-01, approved on May 30, 2006 and recorded June 20, 2006 in Official Records Book 1449, Page 362, of the Public Records of Flagler County, Florida (the "ALF Development Order");

WHEREAS, the Assisted Living Facility was conveyed by Owner to Palm Coast SLP, LLC, a Georgia limited liability company, by virtue of that certain Special Warranty Deed dated July 13, 2006 and recorded July 28, 2006 in Official Records Book 1464, Page 1991 of the Public Records of Flagler County, Florida;

WHEREAS, on July 26, 2006, Oare Associates, LLC recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Magnolia Trace at Official Records Book 1463, Page 1424, of the Public Records of Flagler County, Florida (as amended and supplemented from time to time, the "Master Declaration"), pursuant to which the Magnolia Trace Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), was formed to operate, maintain, and enforce the covenants relating to the common roadways, stormwater facilities, common landscape areas, and other common elements serving the properties within Magnolia Trace, including the Assisted Living Facility;

WHEREAS, the Assisted Living Facility is fully vested under the Previous MPD and not subject to or affected by this Development Agreement;

WHEREAS, the Property includes real property owned by the Owner that was excluded from the Previous MPD Property as more particularly described in the attached

EXHIBIT "B" (the "Additional Property");

WHEREAS, the Property contains the former site of the Gore Lake Mound, a prehistoric sand burial mound recorded in the Florida Master Site File as Site No. 8FL00029 (the "Gore Lake Mound"). The mound was substantially leveled by land-clearing activities decades ago. It has since been surveyed and excavated by Heritage Cultural Services, LLC, which found no human remains or significant cultural deposits. Based on those investigations, the Florida Division of Historical Resources, as the State Historic Preservation Officer, has concurred that the Gore Lake Mound is ineligible for listing in the National Register of Historic Places and that development of the Property will have no adverse effect on historic properties;

WHEREAS, although the Gore Lake Mound is not required to be preserved, the Owner has voluntarily agreed to install a historical marker recognizing the Gore Lake Mound, as provided in Section 10.21;

WHEREAS, the Owner desires to amend and restate the Previous MPD, to the extent it affects the Property, including the Additional Property, and voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Property.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

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

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the owner of the Property, in accordance with the title opinion or title certification provided by the Owner to the City and 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 Property.

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the case may be; that this Development Agreement and the proposed performance of this

Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

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

SECTION 3. PROJECT DESCRIPTION.

The Owner may develop the Project as a mixed-use residential community consistent with the conditions set forth herein, consisting of a maximum of 544 residential units and a maximum of 35,000 square feet of neighborhood commercial uses consistent with the City's COM-1 zoning district, except as provided for in this Agreement. The Parties acknowledge the conceptual master plan attached hereto as **EXHIBIT "C"** ("Conceptual Master Plan") is provided solely as an illustrative and non-binding Conceptual Master Plan to demonstrate the layout of the permitted development. The Project shall follow the general conceptual layout of the Conceptual Master Plan, subject only to such modifications as authorized by Section 6 hereof. The final location, orientation, and configuration of buildings, infrastructure, and open space may vary, therefore the final design and layout of the Project shall be determined at the time the Owner submits an application or applications for site plan or subdivision plat

approval. The Owner shall be permitted to develop up to the maximum of five hundred forty-four (544) residential units permitted by this Development Agreement regardless of the number or mix of units depicted on the illustrative and non-binding Conceptual Master Plan. The permitted residential unit types are described in Section 7.1 below and may be converted in accordance with Section 7.2. The Owner, at its discretion may create a Community Development District (the "CDD"), pursuant to Section 190, Florida Statutes or property owners' association. The Owner may assign the obligation for the design, permitting, development and maintenance of improvements provided for in this Agreement, in whole or in part, to the CDD or an owners association or associations created for those purposes.

SECTION 4. FUTURE LAND USE.

This Development Agreement is consistent with the City's Comprehensive Plan (2050). The Property is designated Greenbelt, Conservation and Residential on the City's Future Land Use Map ("FLUM"). The overall density of the Project and the Assisted Living Facility is calculated based on the gross acreage of the Previous MPD Property (1,013.36 acres, more or less) and the Additional Property (4.41 acres, more or less) for a total acreage of 1,017.77 acres, more or less. As provided in the Previous MPD, residential development credits were established for both upland areas (approximately 388 acres at 1.0 credit/acre) and wetland/conservation areas (approximately 625 acres at 1 credit/4 acres), resulting in approximately 544 development credits, excluding the Assisted Living Facility and Nursing Home Facilities, as defined in the Previous MPD. Pursuant to Policy 1.1.2.4 of the City of Palm Coast Comprehensive Plan (2050), the Greenbelt land use designation may include MPDs having lot sizes of less than one (1) acre with common open spaces, provided that the development's overall density does not exceed one (1) dwelling unit per acre. Consistent with that Policy, contingent density bonuses were granted in the Previous MPD for a total

density of seven hundred and fifty-four (754) units, consisting of five hundred forty-four (544) dwelling units, a maximum of sixty (60) bed units and one hundred twenty (120) units on a gross acreage of 1,013.36 acres. The density and intensity permitted by this Development Agreement consisting of a maximum of five hundred forty-four (544) residential dwelling units and a maximum of 35,000 square feet of neighborhood commercial uses is less than the one (1) unit per gross acre.

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

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property to the terms and conditions of this Development Agreement.

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

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

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

(e) The Conceptual Master Plan establishes the general framework for the Project. A Subdivision Master Plan shall be required prior to Preliminary Plat approval for each phase of the Project. The recreational facilities required pursuant to Section 9(f) of this

Development Agreement are not depicted on the Conceptual Master Plan and shall have their specific location and design identified at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

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

The exact location of lots, roadways, primary sidewalk/pathway system, and other improvements shall be determined by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or subdivision plat applications for the Project, or portions thereof, as allowed by the LDC, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

7.1 DEVELOPMENT PROGRAM. The following uses, densities and intensities shall be permitted in the Project: (a) a maximum of 544 total residential units for the overall Project, which may consist of any combination of single-family detached housing units, multifamily housing units or townhomes and/or active adult housing, provided that the multifamily housing units or townhomes shall not exceed 150 units in aggregate; (b) a maximum of 35,000 square feet of retail space, subject to the conversion rights provided for in Section 7.2; (c) an amenity center or centers; and (d) a borrow pit. The Project may consist of one (1) amenity center to serve all of the residential uses or separate amenity centers may be constructed to serve residential uses on one or more tracts, at the Owners discretion. The foregoing uses shall only be permitted on the tracts as described in the Tract Map attached hereto as **EXHIBIT "D"**, as follows:

- Tract 1 – Neighborhood Commercial/Multifamily.
- Tract 2 – Single Family Detached/Townhomes/Active Adult Housing/Amenities.
- Tract 3 – Conservation/Open Space.
- Tract 4 – Conservation/Open Space/Borrow Pit.

The design standards for the permitted uses shall be governed by the Lot and Building Standards provided in Section 12 and Table 12.1 Site Development Requirements below, which shall control over any inconsistent provision of the LDC.

Tracts 3 and 4 (generally described as Tracts 6A and 6B in the Previous MPD) are comprised of wetlands and associated uplands. Notwithstanding the existence of any conservation easement dedicated to the City, both Tracts 3 and 4 shall be available for mitigation credits to the Owner or its assignees if permitted by the controlling provisions of State Law and the appropriate permitting agency or agencies of government. Due to on-site wetlands associated with the Conservation designation on the City's FLUM, wetlands shall be fully delineated during the platting process. All jurisdictional wetland boundaries, including the upland buffer, shall be depicted on all plats prior to submittal. The Owner may apply for approval of an authorized Mitigation Bank for Tract 3 and/or Tract 4 with the St. Johns River Water Management District ("SJRWMD"). The only non-wetland mitigation development that can occur with Tract 4 is the ~~existing~~ borrow pit ~~as~~ permitted by the Previous MPD, with associated and temporary ingress and egress to service the borrow pit operation. At such time as the borrow pit operation has been completed, the temporary ingress and egress will be removed and all areas will be restored to their natural state.

7.1.1 ACTIVE ADULT HOUSING. For purposes of this Development Agreement, "Active Adult Housing" means age-restricted housing operated in compliance with the "housing for older persons" exemption under the Fair Housing Amendments Act, 42

U.S.C. § 3607(b)(2)(C), and the rules promulgated thereunder at 24 C.F.R. Part 100, Subpart E, including the requirements that (i) at least eighty percent (80%) of the occupied units be occupied by at least one person fifty-five (55) years of age or older; (ii) the Owner publish and adhere to policies and procedures demonstrating the intent to provide housing for persons fifty-five (55) years of age or older; and (iii) the Owner comply with the rules issued by the Secretary of the U.S. Department of Housing and Urban Development for verification of occupancy. The Active Adult Housing Units shall be subject to, and developed in accordance with, the foregoing federal age-restriction requirements as memorialized in recorded covenants, conditions and restrictions.

7.2 CONVERSION OF ~~RESIDENTIAL~~ USES. The Owner may convert among the residential unit types permitted within the Project (Single-Family, ~~Multi-Family,~~ Multifamily/Townhome, and Active Adult) ~~to other residential types~~and the neighborhood commercial uses permitted on Tract 1, so long as the conversion results in no net increase in the PM peak hour trip rate for the Project. Conversions shall be ~~governed by the tables~~calculated using the Land Use Conversion Table, derived from the Project~~'~~'s Traffic Impact Analysis, attached hereto as **EXHIBIT "E"**. At the Owner's election, or for a use not listed in **EXHIBIT "E"**, conversions may instead be calculated using a trip generation analysis acceptable to the Land Use Administrator. For purposes of **EXHIBIT "E"**, multifamily and townhome units shall be treated as Multifamily Housing (Low Rise), Active Adult Housing as Senior Adult Housing Single-Family, and neighborhood commercial uses as Strip Retail Plaza. No conversion shall permit more than five hundred forty-four (544) residential units, more than one hundred fifty (150) multifamily and townhome units in aggregate, or more than 35,000 square feet of neighborhood commercial uses. The Owner shall provide a cumulative summary of conversions with each Subdivision Master Plan,

Preliminary Plat, or Technical Site Plan application. This Section 7.2 limits only conversions between uses and shall not be construed to limit the development of the residential units and neighborhood commercial uses permitted by Section 7.1. To the extent the development of such uses, without conversion, generates PM peak hour trips in excess of those identified in the Traffic Impact Analysis, the Owner may satisfy transportation concurrency by constructing or paying for off-site improvements, or by entering into a proportionate fair-share agreement, in accordance with Section 163.3180, Florida Statutes, and the LDC.

7.3 NEIGHBORHOOD COMMERCIAL. A maximum of 35,000 square feet of neighborhood commercial space consistent with the City's COM-1 zoning district, except as otherwise provided herein, may be developed on Tract 1.

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

(a) The Project shall be designed to integrate pedestrian, bicycle, and vehicular traffic circulation systems within the Property and with adjacent rights-of-way, to promote connectivity between all uses within the Property. The Project shall integrate an internal system of pedestrian connections (the "Pedestrian Connectivity System") intended to provide safe, convenient, and continuous access to all uses within the Project. All uses within the Project shall be accessible by a dedicated road. The Parties acknowledge that the Conceptual Master Plan is illustrative and conceptual in nature and the specific location of bicycle and pedestrian facilities, access points, internal roadways, and dedicated road connections serving individual tracts and lots will be determined by phase through the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan review process. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

(b) Parking spaces and garages for residential units within the Project shall be provided as follows: (1) single-family detached, townhouse, and active adult dwelling units with one thousand six hundred (1,600) square feet or less of minimum living area shall provide a minimum one-car attached or detached garage and a permanent-surface area sufficient to accommodate two (2) additional exterior parking spaces; (2) single-family detached, townhouse, and active adult dwelling units with greater than one thousand six hundred (1,600) square feet of minimum living area shall provide a minimum two-car attached garage; (3) townhouse units with garages shall provide a driveway with a minimum depth of twenty (20) feet measured from the face of the garage door, and such driveway area may be counted toward the required parking spaces; (4) off-street parking shall not be permitted adjacent to either side of any dwelling, except where such parking provides access to a garage; and (5) for multifamily projects, optional detached garage units may be provided, and if provided, shall be provided for a minimum of one-third (1/3) of the proposed multifamily units. Garages shall count toward the minimum parking requirements for residential units within the Project.

(c) As determined by the Traffic Impact Analysis submitted with the Owner's application to amend the Previous MPD, the Project does not have an adverse impact on the City's adopted Level of Service (LOS) on the adjacent roadway system. However, prior to approval of the site plan or preliminary plat for each phase of the Project, the Owner shall evaluate all turn lane movements to determine if any improvements (turn lanes, decel lanes, etc.) are required.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this

Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 9. FACILITY COMMITMENTS.

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

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

i. The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an

individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Pedestrian Connectivity System established in Section 7.4(a) shall be implemented through an internal integrated system of sidewalks and pedestrian paths designed to ensure that pedestrians are provided safe and convenient access to all uses within the Project. The Pedestrian Connectivity System shall include sidewalks with a minimum width of five (5) feet, constructed on at least one side of the internal roadway system. The specific location and design of such pedestrian facilities shall be provided for each phase of the Project at the time of the Preliminary Plat or Technical Site Plan submittal for that phase.

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

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

(f) PARK AND RECREATION: The Owner shall provide active and passive parks and recreation facilities for the benefit of the Project in accordance with the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan.

The specific location, configuration and design of parks and recreation facilities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

(g) BORROW PIT: The Owner shall be permitted to ~~continue to~~develop and operate the ~~existing~~permitted borrow pit on the Property for the term of this Development Agreement and any extensions thereto as permitted herein.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking and garage requirements for residential uses shall comply with Section 7.4(b) of this Development Agreement. Residential garages and driveways shall count toward minimum parking requirements for permitted residential uses. Parking for all amenities shall be a minimum of one (1) space per two hundred and fifty (250) square feet. Parking for all other permitted uses for which parking standards are not expressly provided in this Development Agreement shall be consistent with the LDC.

10.2 OPEN SPACE: Minimum open space shall be Thirty percent (30%) of the Project's gross area (Tracts 1, 2, 3 and 4, combined). Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a CDD, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be

the potable water and wastewater service provider for the Project upon payment of applicable fees.

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

10.5 DRAINAGE:

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

(b) Stormwater piping and the stormwater collection and conveyance system shall, at a minimum, be designed to convey the runoff resulting from the five (5)-year, twenty-four (24)-hour storm event. Collector roadway cross drains and collector roadway swales and ditches shall be designed to convey the ten (10)-year, twenty-four (24)-hour storm event. Outfall ditches and canals shall be designed to convey the twenty-five (25)-year, twenty-four (24)-hour storm event. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the twenty-five (25)-year, twenty-four (24)-hour storm event, with full recovery and use of the roadway available at the end of the design storm event. All of the foregoing is consistent with, and shall not be construed as more stringent than, the standards set forth in the LDC. Stormwater detention

facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

(c) The City shall permit the redesign, impact and redevelopment of its existing stormwater drainage canals located on the Property, including the rerouting of such canals, so long as such does not adversely affect the City's uses of said canals and does not cause any adverse impact upstream or downstream of the development. The Owner shall demonstrate compliance with the foregoing through the Project's stormwater report or analysis, which shall be reviewed and approved by the City during the Technical Site Plan review process. The Owner's redesign, impacts and redevelopment may include but are not limited to (i) relocation, (ii) rerouting, (iii) installation of culverts, or (iv) bridges.

10.6 LANDSCAPING: The Owner shall install reclaimed water distribution lines at the time of subdivision improvements so that the Project may be served for irrigation once reclaimed water becomes available to the site. Until reclaimed water is available to the site, the Owner may use potable water for irrigation. The Owner may also use stormwater ponds or irrigation wells as an alternative or supplemental source of irrigation water, subject to the issuance of any required Consumptive Use Permit and any other applicable approvals of the St. Johns River Water Management District ("SJRWMD"); provided, however, the Owner makes no representation that these alternative sources will be available or feasible given site conditions. Once reclaimed water becomes available to the site, no potable water shall be used for irrigation, except as otherwise permitted by the LDC. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by Section 10.20 below.

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

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

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with (i) the expansion of capacity to serve the Property or (ii) the extension of existing City utilities to the Property that may be required to serve this Project and, if so, the parties shall enter into a proportionate fair share agreement providing for impact or connection fee credits. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: Ingress and egress to the Project shall be provided, constructed, and maintained in accordance with this Development Agreement. The Project shall be served by two (2) primary full-access collector roadways from Belle Terre Boulevard as depicted on the Conceptual Master Plan. In addition to the primary access points, the Project shall be served by at least two (2) stabilized emergency access points: (a) a stabilized emergency access from Zonal Geranium Trail on the east side of the Project, and (b) a stabilized emergency access to north of Zonal Geranium Trail to ensure consistency with the City's Comprehensive Plan (2050). The specific location, alignment, and design of the full-access collector roadways and the stabilized emergency

access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties.

10.11 NATURAL RESOURCE PROTECTION:

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

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

(c) Any wells discovered or encountered during construction of the Project shall be properly abandoned in accordance with all applicable state and federal regulations.

10.12 WETLANDS: The Project shall be subject to all Federal and State environmental and wetland regulations. Minor incidental wetland impacts may occur as permitted by the SJRWMD and the U.S. Army Corps of Engineers ("ACOE"), and/or such additional wetland impacts as may be authorized under the governing regulatory permits and the Subdivision Master Plan, Preliminary Plat, or Technical Site Plan approval process. Non-impacted wetlands shall be buffered consistent with SJRWMD and City regulations. Wetland upland buffers shall comply with the requirements of Section 10.01.08 of the LDC, which

requires a natural upland buffer with an average width of fifty (50) feet, and no less than twenty-five (25) feet, adjacent to and surrounding optimal wetlands, and a natural upland buffer with an average width of twenty-five (25) feet, and no less than fifteen (15) feet, adjacent to moderate and minimal wetlands. Where development occurs adjacent to a conservation easement or an optimal (high quality) wetland, the Owner shall install, during construction activities, a double row of silt fence spaced three (3) feet apart to prevent erosion and sedimentation.

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

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. Separate irrigation zones shall be required for turf, non-turf areas; and

iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

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

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

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

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. The Owner shall consider the use of wildlife crossings in areas where the Project's roadway network crosses optimal wetlands or greenway corridors, as appropriate. The specific location, design, and scope of any such wildlife crossings shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal.

10.17 SIGNAGE: The development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the two (2) primary Project entrances and may be identified with either one double-faced or two single-faced monument entrance signs. Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of twelve feet (12') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none

of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project's first preliminary plat or site plan approval

10.18 MODEL HOMES: For each phase, up to five (5) model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes.

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

10.20 PROJECT BUFFERS: At a minimum, the Owner shall provide and maintain (i) a fifteen-foot (15') wide landscape buffer with Type "G" plantings along Belle Terre Parkway and (ii) a twenty-foot (20') wide perimeter buffer with Type "E" plantings along the remainder of the Project boundary. The foregoing buffers shall not be required at the Project entrances. Except as otherwise provided in this Agreement, Project signage, irrigation, drainage, utilities, and related improvements shall be permitted within the Belle Terre Parkway landscape buffer, as outlined in Section 11.03.05.C.6 of the LDC. Notwithstanding the foregoing, the Owner may elect to leave any portion of the Belle Terre Parkway landscape buffer or the perimeter buffer in its existing natural state in lieu of installing the Type "G" or Type "E" plantings otherwise required by this Section 10.20, provided that (i)

the minimum buffer width otherwise required by this Section 10.20 is maintained, and (ii) the existing natural conditions (including without limitation wetlands and native vegetation) provide screening equal to or better than the screening that would be provided by the applicable buffer plantings.

10.21 GORE LAKE MOUND HISTORICAL MARKER: The Owner shall include information and an interpretive display about the Gore Lake Mound in an amenity center developed within the Project.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Property may be developed in multiple phases. The Project shall be developed in phases as depicted on the Phasing Plan attached hereto as **EXHIBIT "F"** (the "Phasing Plan"). The Phasing Plan is conceptual in nature and the specific boundaries, sequencing, and timing of each phase may be modified by the Owner at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Property), the Owner shall submit a Subdivision Master Plan for the relevant phase for City approval pursuant to the LDC, and thereafter shall submit a Preliminary Plat for the relevant phase. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Neighborhood streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124' right-of-way diameter and a 104' pavement diameter. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2) feet of drivable curb is maintained and does not impede fire truck movement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each permissible use shall comply with the LDC except as follows:

Table 12.1 - Site Development Requirements

Regulations	**Tract 1** Neigh. Comm.	**Tract 1** MFR (8 units per acre) ****	**Tract 2** SFR Detached/ Amenities	**Tract 2** Active Adult/ Amenities	**Tract 2** Townhome **** (Up to 8 DUs per Bldg.)	**Tract 3 & 4** Conservation / Open Space/ Borrow Pit
Min. Lot Area	10,000 SF	10,000 SF	4,000 SF	4,000 SF	1,600 SF	N/A
Min. Lot Width	100 ft.	100 ft.	40 ft.	40 ft.	18 ft.	N/A
Min. Lot Depth	100 ft.	N/A	100 ft.	100 ft.	N/A	N/A
Min. Front Setback	30 ft.	20 ft.	20 ft.	20 ft.	20 ft.	N/A
Min. Side Corner Setback	25 ft.	15 ft.	15 ft. ***	15 ft. ***	15 ft.***	N/A
Min. Interior Side Yard Setback	10 ft.**	8 ft.**	5 ft.	5 ft.	15 ft.**	N/A
Min. Rear Yard Setback	25 ft.*	20 ft.****	10 ft.	10 ft.	20 ft.	N/A
Max. Bldg. Height	25 ft.	50 ft.	36 ft.	36 ft.	36 ft.	N/A
Min. Unit Size	N/A	650 SF	1,200 SF	1,200 SF	1,200 SF	N/A
Unit Mix	N/A	N/A	N/A	N/A	N/A	N/A

Comments:
*Abutting residential required 35-foot landscape setback for Tract 1.
** If buildings exceed 2 stories in height, setbacks shall increase at 10 ft. for every floor over two.
*** No driveways shall be permitted within the side yard setback.
**** All distance dimensions must conform to the *Florida Building Code Regulations.*
The five (5)-foot side setback shall apply to the exterior of units. No development standards applicable to Tracts 3 and 4 due to Conservation and Open Space use. Townhome lots on Tract 1 shall comply with the Tract 2 Townhome dimensional standards in Table 12.1.

12.2 MIXED-USE TRACTS DIMENSIONAL STANDARDS: Non-residential (commercial) uses within the Project shall be permitted only on Tract 1 and shall not be permitted on any other Tract.

Tract 1 consists of two (2) upland development areas separated by wetlands and the existing access road serving the ALF Parcel. Each such upland development area may be developed under any of the following scenarios independently of the other, provided that any

such development is consistent with the terms of this Development Agreement:

(i) *Stand-alone Commercial.* Uses consistent with the City LDC requirements for the Neighborhood Commercial (COM-1) zoning district.

(ii) *Stand-alone Residential.* Multifamily uses consistent with the City LDC requirements for the MFR-1 zoning district.

(iii) *Mixed Use.* A combination of Multifamily and Neighborhood Commercial uses consistent with the requirements of the zoning districts referenced in (i) and (ii) above, which may consist of (A) one or more single-use buildings dedicated to either Multifamily or Neighborhood Commercial uses, (B) one or more mixed-use multistory buildings consistent with Section 4.08.05 of the LDC (Multiuse buildings), with non-residential (commercial) uses consistent with the COM-1 zoning district on the ground floor and/or other lower floor(s) of the building and multifamily residential uses on the upper floor(s) of the building, or (C) any combination of the foregoing.

Multifamily units developed on Tract 1, whether stand-alone or as part of mixed-use buildings, shall count toward the 150-unit aggregate cap on multifamily housing units and townhomes set forth in Section 7.1.

12.3 AMENITIES. The Project's amenities may include, without limitation, a clubhouse or clubhouses with fitness facilities, community pool(s), playground(s), sports courts, common area open space, and similar facilities. Amenities may also include other passive and active recreational areas or facilities such as dog parks, pocket parks, and a trail system. The Project's trail system may form a part of the Project's Pedestrian Connectivity System established pursuant to Section 7.4(a). The Project's amenities shall be provided to maintain the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration, and design of the Project's

amenities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal, consistent with Sections 5(e) and 9(f) of this Development Agreement.

12.4 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner may submit to the LUA an architectural program for the Project. Such program shall include signage and lighting for the Project.

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

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

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

SECTION 14. COMMON AREAS AND MAINTENANCE.

(a) For all common areas within the Project, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall cause such common areas to be owned, operated, and maintained by (i) the existing Magnolia Trace Master Association, Inc. pursuant to the Master Declaration, as may be amended from time to time; (ii) one or more sub-associations created to govern one or more phases of the Project; (iii) a community development district (a "CDD") created pursuant to Chapter 190, Florida Statutes; (iv) a new or successor property owners association established in accordance with Florida law; or (v)

any combination of the foregoing (collectively, any such entity, the "Association"), each comprised of the owners of lots or parcels within the Project. The Owner reserves the right, at its discretion and in accordance with Florida law, to (A) amend the governing documents of the Master Association or the Master Declaration, (B) create one or more sub-associations to govern one or more phases of the Project, and (C) replace the Master Association and its functions, in whole or in part, with a new or successor property owners association or a CDD. The Association's governing documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association or CDD, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping, stormwater, and buffers.

(b) Existing Assisted Living Facility and Independent Living Units. The Assisted Living Facility, consisting of the sixty (60) assisted living bed units and twenty (20) independent living residences located on that portion of the Previous MPD Property owned by Palm Coast SLP, LLC (the "ALF Parcel"), shall not be subject to the obligations imposed by this Development Agreement. The ALF Parcel shall continue to be governed exclusively by the Previous MPD, the ALF Development Order, and the Master Declaration, which instruments shall remain in full force and effect as to the ALF Parcel notwithstanding anything to the contrary contained herein. Under those instruments: (i) the owner of the ALF Parcel shall remain responsible for the operation, maintenance, and repair of the stormwater

management system located on the ALF Parcel; (ii) the owner of the ALF Parcel shall remain a member of the Master Association and subject to assessment thereby for the maintenance of the common roadways, common landscape areas, common lighting, and other common elements serving the ALF Parcel; and (iii) the Master Association shall continue to be responsible for the operation and maintenance of the common roadways, common landscape, common lighting, and common irrigation serving the ALF Parcel, in accordance with and to the extent provided in the Previous MPD and the Master Declaration. Nothing in this Development Agreement shall diminish, alter, terminate, or otherwise impair the rights and obligations of the owner of the ALF Parcel or of the Master Association under the Previous MPD or the Master Declaration, each of which shall continue in full force and effect as to the ALF Parcel.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: Oare Associates, LLC
Attn: John P. Junod, Esq.
Shuffield Lowman
1000 Legion Place, Suite 1700
Orlando, Florida 32801

With copies to: Jay W. Livingston, Esq
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

SECTION 17. SEVERABILITY.

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

SECTION 18. 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 Property.

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

(e) If state or federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this

Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

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

SECTION 20. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire thirty (30) years from the Effective Date.

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

SECTION 21. RECORDATION.

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

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. 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 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to

the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. 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 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

SECTION 31. 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 32. 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 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALITY TO NEXT PAGE)

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

CITY OF PALM COAST, FLORIDA

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
_____, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2026, by _____, Mayor of the CITY OF PALM COAST, __ who is personally known to me or __ who produced _____ as identification.

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

WITNESSES:

_____

_____

(print)

_____

_____

(print)

"OWNER"

_____ LLC, a Florida limited liability company

By:_____

_____, Manager

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2023, by _____, Manager, _____, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, Page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, Page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kanakakee Run—Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, Page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, Page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", a arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57 East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve

concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56"East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet; through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of way line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a

curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along a non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'37", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord

bearing and distance of South 37°03’49” West, 571.31 feet; Course 2, thence North 41°22’55” West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02’29”, an arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38’20” West, 968.88 feet; Course 4, thence South 88°39’35” West, 211.11 feet; Course 5, thence South 01°20’25” East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59’59”, an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09’36” West, 99.27 feet; Course 7, thence South 89°39’35” West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20’25” West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39’35” West, 127.70 feet; Course 3, thence North 00°20’25” West, 113.58 feet; Course 4, thence North 44°39’35” East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21’02”, an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30’56” West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18’22” West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51’28”, an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37’32” West, 37.47 feet; Course 3, thence North 19°33’26” West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47’09”, an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33’10” West, 66.94 feet; Course 2, thence South 44°39’35” West, 238.91 feet; Course 3, thence South 00°20’25” East, 192.13 feet; Course 4, thence South 89°39’35” West, 282.47 feet; Course 5, thence North 00°20’25” West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°0’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39’35” West, 300.00 feet; Course 7, thence South 00°20’25” East, 50.00 feet; Course 8, thence South 89°39’35” West, 253.41 feet; Course 9, thence South 00°20’25” East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39’35” West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve,

through a central angle of 06°41’48”, an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, Page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18’42” West, 177.70 feet; thence North 07°02’15” West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41’33” West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31’09” West, 57.09 feet; Course 2, thence North 59°28’51” East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00’00”, an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28’51” East, 318.20 feet; Course 4, thence North 30°31’09” West, 1215.00 feet; Course 5, thence North 59°28’51 East, 173.41 feet; Course 6, thence North 30°31’09” West, 300.00 feet; Course 7, thence North 59°28’51” East, 80.00 feet; Course 8, thence North 30°31’09” West, 300.00 feet; Course 9, thence North 59°28’51” East, 79.56 feet; Course 10, thence North 19°12’34” West, 1199.35 feet; Course 11, thence North 39°07’43” West, 238.04 feet; Course 12, thence South 89°59’53” West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00’00”, an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00’07” East, 300.00 feet; Course 14, thence North 89°59’53” East, 50.00 feet; Course 15, thence South 53°08’54” East, 63.20 feet; Course 16, thence South 30°31’09” East, 6.35 feet; Course 17, thence South 59°28’51” West, 1066.59 feet; Course 18, thence North 30°31’09” West, 660.00 feet; Course 19, thence South 59°28’51” West, 253.41 feet; Course 20, thence North 30°31’09” West, 468.41 feet; Course 21, thence South 59°28’51” West, 300.00 feet; thence North 89°14’34”West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46’05” East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12’31” West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 12, also known as Tract “A”, as described and recorded in Official Records Book 1907, Page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE ADDITIONAL PROPERTY

LOT 10 OF BLOCK 14, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 18, AT PAGE 28, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

RESERVED PARCELS D-3 AND F-4, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 29 AND 31, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "C"

CONCEPTUAL MASTER PLAN

ON FOLLOWING PAGE

EXHIBIT "D"

TRACT MAP

ON FOLLOWING PAGE

EXHIBIT "E"

Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	*ITE LUC*	*Independent Variable*	*PM Peak Hour Ave Trip Rate*
Single-Family Detached Housing	210	DU	0.93
Multi-family Low-Rise	220	DU	0.52
Multi-family Mid-Rise	221	DU	0.38
Senior Adult Housing—Single-Family	251	DU	0.29
Senior Adult Housing—Multifamily	252	DU	0.25

Note: Average PM peak hour trip rate calculated using the following criteria:
1) Trip rate from the ITE's Trip Generation Manual, 12th Edition
2) No Pass-by considered
3) No Internal Capture considered

TO: / FROM:	Single-Family Detached Housing (DU)	Multi-family Low-Rise (DU)	Multi-family Mid-Rise (DU)	Senior Adult Housing—Single-Family (DU)	Senior Adult Housing—Multifamily (DU)
Single-Family Detached Housing	1	1.79	2.4474	3.2069	3.7200
Multi-family Low-Rise	0.56	1	1.3684	1.7931	2.0800
Multi-family Mid-Rise	0.41	0.7308	1	1.3103	1.5200
Senior Adult Housing—Single-Family	0.31	0.5577	0.7632	1	1.1600
Senior Adult Housing—Multifamily	0.27	0.4808	0.6579	0.8621	1

Example: Convert 100 Du's of Single Family Residential to Multi-family Low-Rise
100 x 1.79 = 179
100 Single Family Dwelling Units is equivalent to 179 Multi-family Low-Rise units

Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	*ITE LUC*	*Independent Variable*	*PM Peak Hour Ave Trip Rate*
Single-family Housing	210	DU	0.82
Multifamily Housing (Low Rise)	220	DU	0.48
Senior Adult Housing Single-Family	251	DU	0.33
Strip Retail Plaza <40KSF	822	KSF	2.51

Note: Average PM peak hour trip rate calculated using the April 2026 TIA

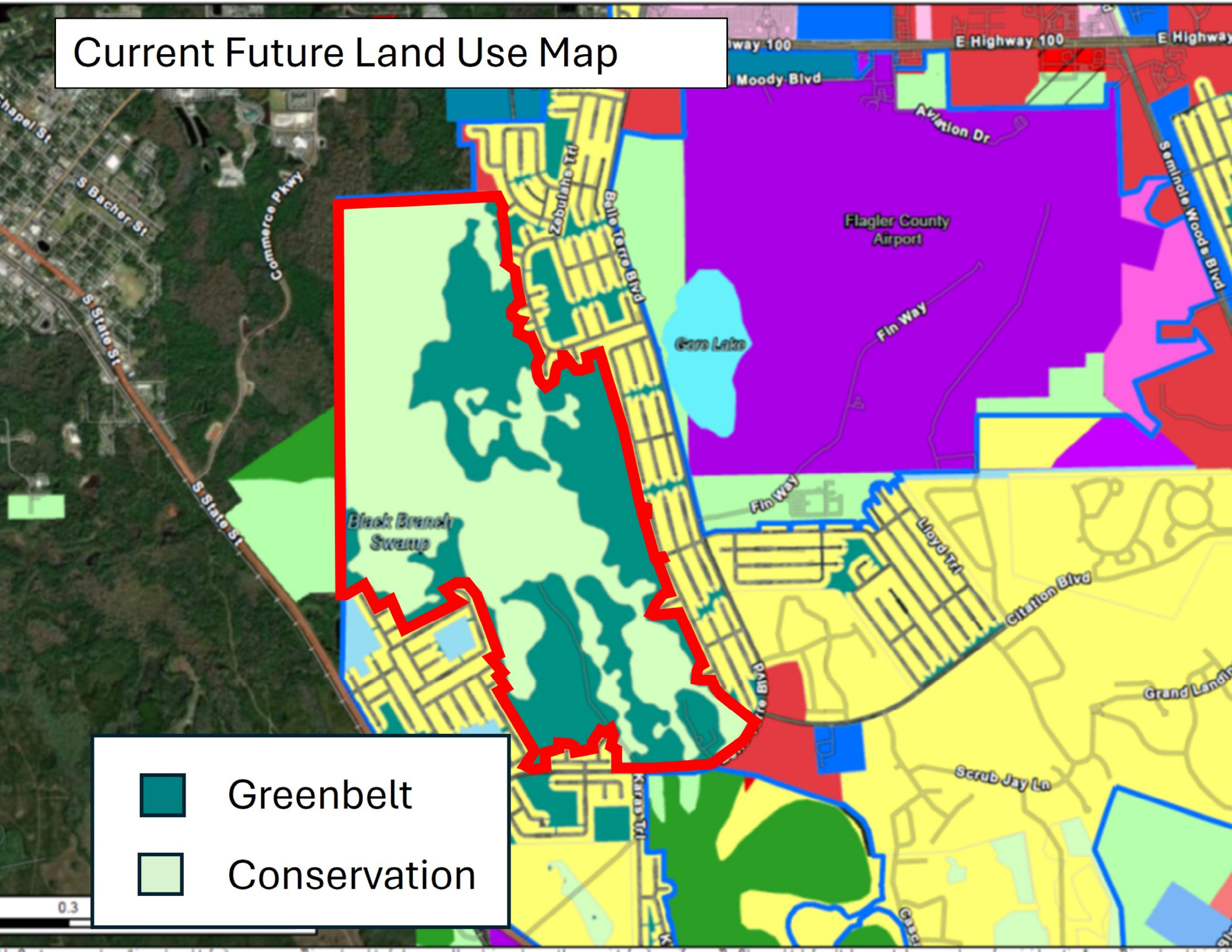
TO: / FROM:	Single-family Housing DU	Multifamily Housing (Low Rise) DU	Senior Adult Housing Single-Family DU	Strip Retail Plaza <40KSF KSF
Single-family Housing	1	1.71	2.4905	0.3270
Multifamily Housing (Low Rise)	0.58	1	1.4527	0.1907
Senior Adult Housing Single-Family	0.40	0.6884	1	0.1313
Strip Retail Plaza <40KSF	3.06	5.2426	7.6157	1

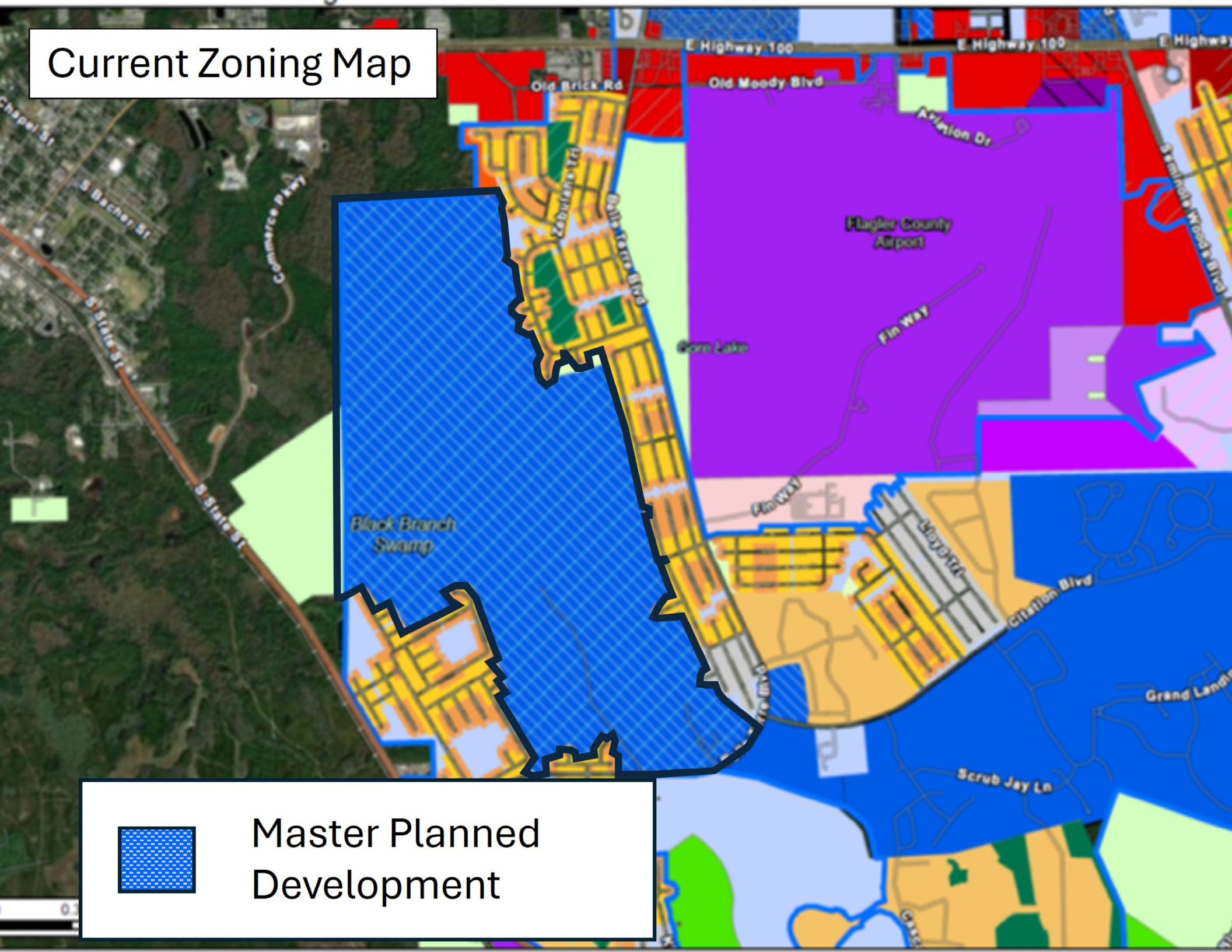
EXHIBIT "F"

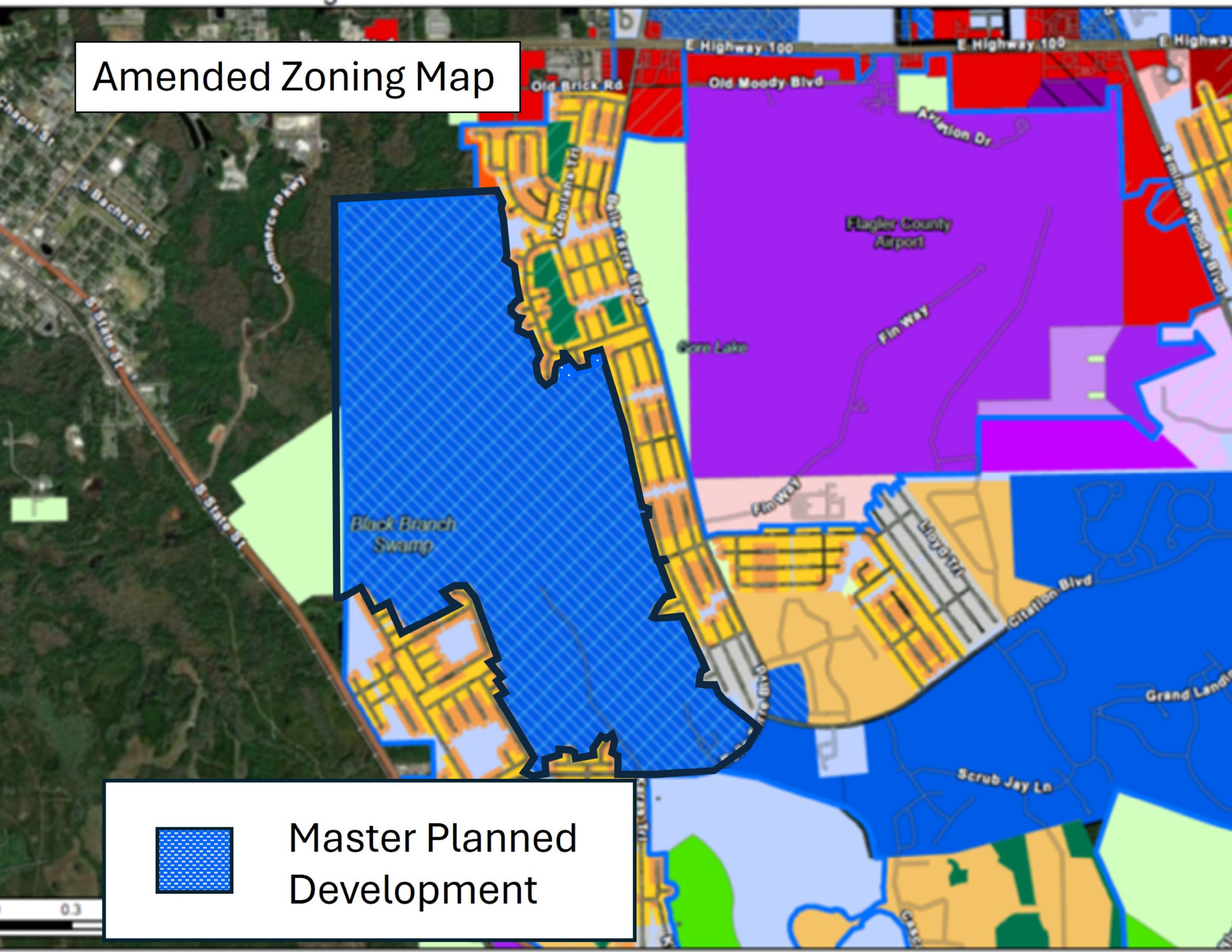
PHASING PLAN

ON FOLLOWING PAGE

Current Future Land Use Map




Current Zoning Map
E Highway 100
Old Brick Rd
Old Moody Blvd
Aviation Dr
Chapel St
S Bacher St
Commerce Pkwy
S State St
Zebulon Trl
Bella Terra Blvd
Flagler County Airport
Fin Way
Gore Lake
Black Branch Swamp
Citation Blvd
Scrub Jay Ln
Master Planned Development


Amended Zoning Map
E Highway 100
Old Brick Rd
Old Moody Blvd
Aviation Dr
Chapel St
S Bacher St
Commerce Pkwy
S State St
Zebulon Trl
Bella Terra Blvd
Flagler County Airport
Fin Way
Gore Lake
Black Branch Swamp
Maybelle
Citation Blvd
Scrub Jay Ln
Master Planned Development

LIVINGSTON & SWORD, P.A.

Attorneys At Law

January 12, 2026

Phong Nguyen
Planning Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Subject: Magnolia Trace Master Planned Development – Application for Rezoning / MPD Amendment (Amendment to Ordinance No. 2019-24)

Dear Mr. Nguyen:

Please find enclosed an application to amend and restate the Master Planned Development ("MPD") agreement for the property known as Magnolia Trace (formerly the Oare MPD). This application seeks to update the development plan to better reflect current market conditions while ensuring consistency with the City of Palm Coast 2050 Comprehensive Plan.

The proposed Fourth Amended and Restated MPD transitions the project from a specialized "Continuing Care Retirement Community" to a broader residential community comprising a maximum of 544 dwelling units. Key changes from the prior 2019 MPD include:

- **Separation from ALF:** The project is no longer affiliated with the existing Assisted Living Facility (ALF), which was previously conveyed to a third party and is now fully vested.
- **Revised Unit Mix:** The plan now allows for a mix of single-family detached homes, townhomes, multifamily uses consistent with the MFR-2 zoning district, and active adult housing, at a reduced density, along with up to 35,000 square feet of neighborhood commercial space along Belle Terre Parkway.
- **Infrastructure Optimization:** The requirement to construct an internal loop connector road with the ALF has been removed to reduce wetland impacts and improve the overall environmental footprint of the site.

In addition to the general plan updates, this application specifically addresses the following:

391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
T 386.439.2945
F 866.896.5573
jay.livingston314@protonmail.ch

- **Gore Lake Mound:** Based on a Phase II and Phase II archeological investigation of the Gore Lake Mound (8FL00029) performed in December 2025 , it was determined that the mound was largely destroyed by prior land-clearing activities in the 1970s and 1980s. The survey recovered minimal artifacts and no human remains, leading to a conclusion that the site is ineligible for the National Register of Historic Places. Accordingly, the preservation requirements from the 2019 MPD have been removed.
- **Removal of Loop Connector Road:** The requirement for an internal loop roadway connecting former Tracts 1, 2, and 3 has been removed from the Proposed MPD and conceptual plan. This road is no longer necessary given the project's independence from the ALF. Its removal prevents unnecessary impacts to wetlands.
- **Continuation of Borrow Pit:** The application provides for the continued operation of the existing borrow pit on Tract 4 (formerly Tract 5), consistent with approvals granted in prior versions of the MPD.

Analysis of Section 2.05.05 Review Findings:

- **A. Conflict with public interest:** The amendment is not in conflict with the public interest. It transitions the land to a sustainable residential density that is compatible with the adjacent Quail Hollow subdivision.
- **B. Consistency with Comp Plan/LDC:** As analyzed below, the project is consistent with the Greenbelt and Conservation designations and all applicable Land Development Code requirements.
- **C. Financial liability:** All infrastructure improvements will be funded and maintained by the developer or a Community Development District and create no financial liability for the City. The project will also generate impact fees to offset any demand for City services.
- **D. Compliance with laws:** Development will adhere to all local, state, and federal regulations, including, without limitation stormwater and floodplain management and wetland protection.

Analysis of Section 2.06.03 Review Findings:

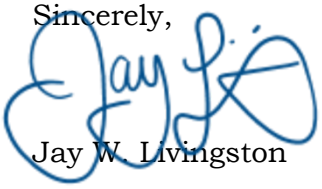
- **A. Consistency with Comprehensive Plan:** The application is consistent with and furthers the goals of the 2050 Comprehensive Plan, specifically:
  - **Chapter 1 (Future Land Use) & Chapter 3 (Housing):** Furthers **Guiding Principle 6** and **Objective 3.1** by supporting a variety of residential housing choices (single-family, townhomes, and active adult) to meet the needs of a diverse population.
  - **Chapter 2 (Transportation):** The project complies with **Policy 2.4.4.4** and **Policy 2.2.1.2**, which require a minimum of two (2) means of ingress/egress for residential developments of more than 100 lots. Magnolia Trace maintains these necessary connections at Belle Terre Boulevard and Zonal Geranium Trail, as provided in the existing MPD, ensuring adequate emergency access and traffic circulation.
  - **Chapter 6 (Conservation):** Furthers **Objective 6.1.1** by eliminating the loop road, thereby eliminating unnecessary impacts to wetlands. It also complies with **Policy 6.2.5.1** regarding cultural resources, as the

2025 survey confirms the Gore Lake Mound site no longer retains archaeological significance.
    - **Chapter 11 (Economic Development):** Furthers **Goal 11.1** by creating a sustainable economic environment and a diversified tax base through a mix of residential and neighborhood-scale commercial uses.
- **B. Impact on environment/natural resources:** Environmental impacts are reduced from the prior plan by the removal of the loop connector road. In addition, the project continues to adhere to the requirements of the Greenbelt zoning district through the clustering of development on existing uplands and avoiding to the maximum extent possible impacts to the surrounding wetlands.
- **C. Impact on the economy:** The project will provide a positive economic impact through temporary construction jobs and the long-term expansion of the City's residential and commercial tax base as well as the creation of permanent jobs within the neighborhood commercial uses.
- **D. Impact on governmental services:** The project density remains will not have an adverse impact on the City's infrastructure capacity for water, sewer, and schools.
- **E. Changes in circumstances:** Changed market conditions, a significant increase in active adult developments elsewhere in the City, the 2025 archaeological findings and the operational separation from the ALF constitute material changes in circumstances that justify this amendment.
- **F. Compatibility with proximate uses:** The proposed residential uses are highly compatible with the adjacent Quail Hollow subdivision and the Belle Terre Boulevard corridor.
- **G. Legitimate public purpose:** The amendment provides for needed housing variety while simultaneously increasing the preservation of the City's natural wetland resources.

The above analysis is preliminary and subject to change after review of the application and proposed amended and restated MPD Agreement.

We look forward to working with City staff on the review of this application. Please contact me if you have any questions or require further information.

Sincerely,



Jay W. Livingston

GENERAL - APPLICATION

DATE	01/12/2026
APPLICATION TYPE	REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME	Magnolia Trace				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	11 KAINITE CT PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	24-12-31-4140-00T40-0000				
LEGAL DESCRIPTION	172.84 AC KNOWN AS MAGNOLIA TRACE TRACT 4 PART OF PUD 1365/23 LYING IN 19-12-31 & 24 -12-30 INCLUDING PALM COAST SEC 65 BLK 45 LOT 13 535/1164 1034/657				
SUBDIVISION NAME	SECTION 65-KANKAKEE RUN				
SECTION	19	BLOCK	00T40	LOT	0000
PROPERTY ACRES	1006.36	PROPERTY SQ FT	43837042		
FUTURE LAND USE MAP DESIGNATION		EXISTING ZONE DISTRICT	MPD		
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684	MAP PANEL DATE	06/06/2018		
FLOOD ZONE	A				
PRESENT USE OF PROPERTY	MASTER PLANNED DEVELOPMENT				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Amended and Restated MPD

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

OWNER	APPLICANT / AGENT
Name: OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON	Name: JAY LIVINGSTON
Mailing Address: P.O. BOX 612 DELAND, FL 32721	Mailing Address: 391 PALM COAST PARKWAY SW #1 PALM COAST, FL 32137
Phone Number: (386) 736-9225	Phone Number: (386) 439-2945
E-mail Address: JGALZERANO@SHUFFIELDLOWMAN.COM	E-mail Address: JAY.LIVINGSTON314@PROTONMAIL.CH
MORTGAGE HOLDER	**ENGINEER OR PROFESSIONAL**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	**TRAFFIC ENGINEER**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
SURVEYOR	**LANDSCAPE ARCHITECT**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

JAY LIVINGSTON

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

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

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

FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE)

THIS FOURTH AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT (MAGNOLIA TRACE), (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, 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 OARE ASSOCIATES, LLC, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 1000 Legion Place, Suite 1700, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 1,006.37 acres, more or less, located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **EXHIBIT "A"** and incorporated herein ("Property");

WHEREAS, on or about December 5, 2005, the City rezoned a portion of the Property to Planned Unit Development and adopted the Oare Project, Planned Unit Development

Agreement ("2005 PUD") Agreement by Ordinance No.2005-45, recorded in the Official Records Book 1365, Page 23, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about July 7, 2009, the City adopted the Oare Project, Amended Planned Unit Development Agreement Application No. 1661, Request for Time Extension – Preliminary Plat ("2009 PUD Modification") by Ordinance 2009-16, recorded in Official Records Book 1732, Page 256, et seq., Public Records of Flagler County, Florida;

WHEREAS, on or about September 2, 2014, the City adopted the Oare Master Planned Development Second Amended and Restated Development Agreement ("2014 MPD") by Ordinance 2014-18, recorded in Official Records Book 2061, Page 501, et. seq., Public Records of Flagler County, Florida;

WHEREAS, on or about November 19, 2019, the City adopted the Oare Master Planned Development Third Amended and Restated Development Agreement ("2019 MPD") by Ordinance 2019-24, recorded in Official Records Book 2402, Page 267, et. seq., Public Records of Flagler County, Florida;

WHEREAS, the 2005 PUD, 2009 PUD Modification, 2014 MPD and 2019 MPD are referred to herein as the "Previous MPD";

WHEREAS, on December 16, 2024 the City approved an extension of the Previous MPD to November 25, 2028 pursuant to Section 252.363, Florida Statutes, by letter extension as recorded in Official Records Book 2940, Page 419, Public Records of Flagler County, Florida;

WHEREAS, the Previous MPD permitted a total density of 754 residential units, consisting of a mix of assisted living, extended care, active adult lots, single family estate lots, and 2.2 acres reserved for neighborhood commercial uses on a gross acreage of 1,013.36 acres, more or less ("Previous MPD Property");

WHEREAS, an assisted living facility consisting of 60 assisted living bed units and 20 independent living residences ("Assisted Living Facility") was completed in 2008 a portion of Tract 1 as defined and identified in the Previous MPD;

WHEREAS, the site plan for the Assisted Living Facility was approved by the City of Palm Coast pursuant to City of Palm Coast Development Order No. SP-MOD-06-01, approved on May 30, 2006 and recorded June 20, 2006 in Official Records Book 1449, Page 362, of the Public Records of Flagler County, Florida (the "ALF Development Order");

WHEREAS, the Assisted Living Facility was conveyed by Owner to Palm Coast SLP, LLC, a Georgia limited liability company, by virtue of that certain Special Warranty Deed dated July 13, 2006 and recorded July 28, 2006 in Official Records Book 1464, Page 1991 of the Public Records of Flagler County, Florida;

WHEREAS, on July 26, 2006, Oare Associates, LLC recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Magnolia Trace at Official Records Book 1463, Page 1424, of the Public Records of Flagler County, Florida (as amended and supplemented from time to time, the "Master Declaration"), pursuant to which the Magnolia Trace Master Association, Inc., a Florida not-for-profit corporation (the "Master Association"), was formed to operate, maintain, and enforce the covenants relating to the common roadways, stormwater facilities, common landscape areas, and other common elements serving the properties within Magnolia Trace, including the Assisted Living Facility;

WHEREAS, the Assisted Living Facility is fully vested under the Previous MPD and not subject to or affected by this Development Agreement;

WHEREAS, the Property includes real property owned by the Owner that was excluded from the Previous MPD Property as more particularly described in the attached **EXHIBIT "B"** (the "Additional Property");

WHEREAS, the Owner desires to amend and restate the Previous MPD, to the extent it affects the Property, including the Additional Property, and voluntarily agrees with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the Property.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

WHEREAS, this is a non-statutory Development Agreement which is not subject to nor enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the owner of the Property, in accordance with the title opinion or title certification provided by the Owner to the City and 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 Property.

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

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

SECTION 3. PROJECT DESCRIPTION.

The Owner may develop the Project as a mixed-use residential community consistent with the conditions set forth herein, consisting of a maximum of 544 residential units and a maximum of 35,000 square feet of neighborhood commercial uses consistent with the City's COM-1 zoning district, except as provided for in this Agreement. The Parties acknowledge the conceptual master plan attached hereto as **EXHIBIT "C"** ("Conceptual Master Plan") is provided solely as an illustrative and non-binding Conceptual Master Plan to demonstrate the layout of the permitted development. The Project shall follow the general conceptual layout of the Conceptual Master Plan, subject only to such modifications as authorized by Section 6 hereof. The final location, orientation, and configuration of buildings, infrastructure, and open space may vary, therefore the final design and layout of the Project shall be determined at the time the Owner submits an application or applications for site plan or subdivision plat approval. The Owner shall be permitted to develop up to the maximum of five hundred forty-four (544) residential units permitted by this Development Agreement regardless of the number or mix of units depicted on the illustrative and non-binding Conceptual Master Plan. The permitted residential unit types are described in Section 7.1 below and may be converted in accordance with Section 7.2. The Owner, at its discretion may create a Community Development District (the "CDD"), pursuant to Section 190, Florida Statutes or property owners' association. The Owner may assign the obligation for the design, permitting, development and maintenance of improvements provided for in this Agreement, in whole or in part, to the CDD or an owners association or associations created for those purposes.

SECTION 4. FUTURE LAND USE.

This Development Agreement is consistent with the City's Comprehensive Plan (2050). The Property is designated Greenbelt, Conservation and Residential on the City's Future Land Use Map ("FLUM"). The overall density of the Project and the Assisted Living

Facility is calculated based on the gross acreage of the Previous MPD Property (1,013.36 acres, more or less) and the Additional Property (4.41 acres, more or less) for a total acreage of 1,017.77 acres, more or less. As provided in the Previous MPD, residential development credits were established for both upland areas (approximately 388 acres at 1.0 credit/acre) and wetland/conservation areas (approximately 625 acres at 1 credit/4 acres), resulting in approximately 544 development credits, excluding the Assisted Living Facility and Nursing Home Facilities, as defined in the Previous MPD. Pursuant to Policy 1.1.2.4 of the City of Palm Coast Comprehensive Plan (2050), the Greenbelt land use designation may include MPDs having lot sizes of less than one (1) acre with common open spaces, provided that the development's overall density does not exceed one (1) dwelling unit per acre. Consistent with that Policy, contingent density bonuses were granted in the Previous MPD for a total density of seven hundred and fifty-four (754) units, consisting of five hundred forty-four (544) dwelling units, a maximum of sixty (60) bed units and one hundred twenty (120) units on a gross acreage of 1,013.36 acres. The density and intensity permitted by this Development Agreement consisting of a maximum of five hundred forty-four (544) residential dwelling units and a maximum of 35,000 square feet of neighborhood commercial uses is less than the one (1) unit per gross acre.

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

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property to the terms and conditions of this Development Agreement.

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

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

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

(e) The Conceptual Master Plan establishes the general framework for the Project. A Subdivision Master Plan shall be required prior to Preliminary Plat approval for each phase of the Project. The recreational facilities required pursuant to Section 9(f) of this Development Agreement are not depicted on the Conceptual Master Plan and shall have their specific location and design identified at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

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

The exact location of lots, roadways, primary sidewalk/pathway system, and other improvements shall be determined by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or subdivision plat applications for the Project, or portions thereof, as allowed by the LDC, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Property

setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

7.1 DEVELOPMENT PROGRAM. The following uses, densities and intensities shall be permitted in the Project: (a) a maximum of 544 total residential units for the overall Project, which may consist of any combination of single-family detached housing units, multifamily housing units or townhomes and/or active adult housing, provided that the multifamily housing units or townhomes shall not exceed 150 units in aggregate; (b) a maximum of 35,000 square feet of retail space, subject to the conversion rights provided for in Section 7.2; (c) an amenity center or centers; and (d) a borrow pit. The Project may consist of one (1) amenity center to serve all of the residential uses or separate amenity centers may be constructed to serve residential uses on one or more tracts, at the Owners discretion. The foregoing uses shall only be permitted on the tracts as described in the Tract Map attached hereto as **EXHIBIT "D"**, as follows:

- Tract 1 – Neighborhood Commercial/Multifamily.
- Tract 2 – Single Family Detached/Townhomes/Active Adult Housing/Amenities.
- Tract 3 – Conservation/Open Space.
- Tract 4 – Conservation/Open Space/Borrow Pit.

The design standards for the permitted uses shall be governed by the Lot and Building Standards provided in Section 12 and Table 12.1 Site Development Requirements below, which shall control over any inconsistent provision of the LDC.

Tracts 3 and 4 (generally described as Tracts 6A and 6B in the Previous MPD) are comprised of wetlands and associated uplands. Notwithstanding the existence of any conservation easement dedicated to the City, both Tracts 3 and 4 shall be available for

mitigation credits to the Owner or its assignees if permitted by the controlling provisions of State Law and the appropriate permitting agency or agencies of government. Due to on-site wetlands associated with the Conservation designation on the City's FLUM, wetlands shall be fully delineated during the platting process. All jurisdictional wetland boundaries, including the upland buffer, shall be depicted on all plats prior to submittal. The Owner may apply for approval of an authorized Mitigation Bank for Tract 3 and/or Tract 4 with the St. Johns River Water Management District ("SJRWMD"). The only non-wetland mitigation development that can occur with Tract 4 is the existing borrow pit as permitted by the Previous MPD, with associated and temporary ingress and egress to service the borrow pit operation. At such time as the borrow pit operation has been completed, the temporary ingress and egress will be removed and all areas will be restored to their natural state.

7.1.1 ACTIVE ADULT HOUSING. For purposes of this Development Agreement, "Active Adult Housing" means age-restricted housing operated in compliance with the "housing for older persons" exemption under the Fair Housing Amendments Act, 42 U.S.C. § 3607(b)(2)(C), and the rules promulgated thereunder at 24 C.F.R. Part 100, Subpart E, including the requirements that (i) at least eighty percent (80%) of the occupied units be occupied by at least one person fifty-five (55) years of age or older; (ii) the Owner publish and adhere to policies and procedures demonstrating the intent to provide housing for persons fifty-five (55) years of age or older; and (iii) the Owner comply with the rules issued by the Secretary of the U.S. Department of Housing and Urban Development for verification of occupancy. The Active Adult Housing Units shall be subject to, and developed in accordance with, the foregoing federal age-restriction requirements as memorialized in recorded covenants, conditions and restrictions.

7.2 CONVERSION OF RESIDENTIAL USES. The Owner may convert the

residential unit types permitted within the Project (Single-Family, Multi-Family, Townhome, and Active Adult) to other residential types so long as the conversion results in no net increase in the PM peak hour trip rate for the Project. Conversions shall be governed by the tables, derived from the Project's Traffic Impact Analysis, attached hereto as **EXHIBIT "E"**.

7.3 NEIGHBORHOOD COMMERCIAL. A maximum of 35,000 square feet of neighborhood commercial space consistent with the City's COM-1 zoning district, except as otherwise provided herein, may be developed on Tract 1.

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

(a) The Project shall be designed to integrate pedestrian, bicycle, and vehicular traffic circulation systems within the Property and with adjacent rights-of-way, to promote connectivity between all uses within the Property. The Project shall integrate an internal system of pedestrian connections (the "Pedestrian Connectivity System") intended to provide safe, convenient, and continuous access to all uses within the Project. All uses within the Project shall be accessible by a dedicated road. The Parties acknowledge that the Conceptual Master Plan is illustrative and conceptual in nature and the specific location of bicycle and pedestrian facilities, access points, internal roadways, and dedicated road connections serving individual tracts and lots will be determined by phase through the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan review process. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

(b) Parking spaces and garages for residential units within the Project shall be provided as follows: (1) single-family detached, townhouse, and active adult dwelling units with one thousand six hundred (1,600) square feet or less of minimum living area shall provide a minimum one-car attached or detached garage and a permanent-surface area sufficient to

accommodate two (2) additional exterior parking spaces; (2) single-family detached, townhouse, and active adult dwelling units with greater than one thousand six hundred (1,600) square feet of minimum living area shall provide a minimum two-car attached garage; (3) townhouse units with garages shall provide a driveway with a minimum depth of twenty (20) feet measured from the face of the garage door, and such driveway area may be counted toward the required parking spaces; (4) off-street parking shall not be permitted adjacent to either side of any dwelling, except where such parking provides access to a garage; and (5) for multifamily projects, optional detached garage units may be provided, and if provided, shall be provided for a minimum of one-third (1/3) of the proposed multifamily units. Garages shall count toward the minimum parking requirements for residential units within the Project.

(c) As determined by the Traffic Impact Analysis submitted with the Owner's application to amend the Previous MPD, the Project does not have an adverse impact on the City's adopted Level of Service (LOS) on the adjacent roadway system. However, prior to approval of the site plan or preliminary plat for each phase of the Project, the Owner shall evaluate all turn lane movements to determine if any improvements (turn lanes, decel lanes, etc.) are required.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

SECTION 9. FACILITY COMMITMENTS.

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

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

i. The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Pedestrian Connectivity System established in Section 7.4(a) shall be implemented through an internal integrated

system of sidewalks and pedestrian paths designed to ensure that pedestrians are provided safe and convenient access to all uses within the Project. The Pedestrian Connectivity System shall include sidewalks with a minimum width of five (5) feet, constructed on at least one side of the internal roadway system. The specific location and design of such pedestrian facilities shall be provided for each phase of the Project at the time of the Preliminary Plat or Technical Site Plan submittal for that phase.

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

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

(f) PARK AND RECREATION: The Owner shall provide active and passive parks and recreation facilities for the benefit of the Project in accordance with the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration and design of parks and recreation facilities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site Plan submittal.

(g) BORROW PIT: The Owner shall be permitted to continue to operate the existing borrow pit on the Property for the term of this Development Agreement and any extensions thereto as permitted herein.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking and garage requirements for residential uses shall comply with Section 7.4(b) of this Development Agreement. Residential garages and driveways shall count toward minimum parking requirements for permitted residential uses. Parking for all amenities shall be a minimum of one (1) space per two hundred and fifty (250) square feet. Parking for all other permitted uses for which parking standards are not expressly provided in this Development Agreement shall be consistent with the LDC.

10.2 OPEN SPACE: Minimum open space shall be Thirty percent (30%) of the Project's gross area (Tracts 1, 2, 3 and 4, combined). Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a CDD, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees.

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

10.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by SJRWMD and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion

and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details. The LDC shall apply to the design criteria for the Project's stormwater management system.

(b) Stormwater piping and the stormwater collection and conveyance system shall, at a minimum, be designed to convey the runoff resulting from the five (5)-year, twenty-four (24)-hour storm event. Collector roadway cross drains and collector roadway swales and ditches shall be designed to convey the ten (10)-year, twenty-four (24)-hour storm event. Outfall ditches and canals shall be designed to convey the twenty-five (25)-year, twenty-four (24)-hour storm event. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the twenty-five (25)-year, twenty-four (24)-hour storm event, with full recovery and use of the roadway available at the end of the design storm event. All of the foregoing is consistent with, and shall not be construed as more stringent than, the standards set forth in the LDC. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

(c) The City shall permit the redesign, impact and redevelopment of its existing stormwater drainage canals located on the Property, including the rerouting of such canals, so long as such does not adversely affect the City's uses of said canals and does not cause any adverse impact upstream or downstream of the development. The Owner shall demonstrate compliance with the foregoing through the Project's stormwater report or analysis, which shall be reviewed and approved by the City during the Technical Site Plan review process. The Owner's redesign, impacts and redevelopment may include but are not limited to (i) relocation, (ii) rerouting, (iii) installation of culverts, or (iv) bridges.

10.6 LANDSCAPING: The Owner shall install reclaimed water distribution lines at the time of subdivision improvements so that the Project may be served for irrigation once reclaimed water becomes available to the site. Until reclaimed water is available to the site, the Owner may use potable water for irrigation. The Owner may also use stormwater ponds or irrigation wells as an alternative or supplemental source of irrigation water, subject to the issuance of any required Consumptive Use Permit and any other applicable approvals of the St. Johns River Water Management District ("SJRWMD"); provided, however, the Owner makes no representation that these alternative sources will be available or feasible given site conditions. Once reclaimed water becomes available to the site, no potable water shall be used for irrigation, except as otherwise permitted by the LDC. All landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by Section 10.20 below.

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

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

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with (i) the expansion of capacity to serve the Property or (ii) the extension of existing City

utilities to the Property that may be required to serve this Project and, if so, the parties shall enter into a proportionate fair share agreement providing for impact or connection fee credits. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: Ingress and egress to the Project shall be provided, constructed, and maintained in accordance with this Development Agreement. The Project shall be served by two (2) primary full-access collector roadways from Belle Terre Boulevard as depicted on the Conceptual Master Plan. In addition to the primary access points, the Project shall be served by at least two (2) stabilized emergency access points: (a) a stabilized emergency access from Zonal Geranium Trail on the east side of the Project, and (b) a stabilized emergency access to north of Zonal Geranium Trail to ensure consistency with the City's Comprehensive Plan (2050). The specific location, alignment, and design of the full-access collector roadways and the stabilized emergency access points shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. If a traffic signal or other traffic control improvement is warranted at any Project access point based on (i) a phase-specific traffic impact analysis submitted with the Preliminary Plat or Technical Site Plan for any phase of the Project or (ii) applicable warrant analyses under the Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards, the Owner shall design, construct, and bond the signal or alternative traffic control improvement as a condition to the issuance of development orders for the phase triggering the warrant, at the Owner's sole expense and subject to any proportionate-share arrangements with other benefiting parties.

10.11 NATURAL RESOURCE PROTECTION:

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

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

(c) Any wells discovered or encountered during construction of the Project shall be properly abandoned in accordance with all applicable state and federal regulations.

10.12 WETLANDS: The Project shall be subject to all Federal and State environmental and wetland regulations. Minor incidental wetland impacts may occur as permitted by the SJRWMD and the U.S. Army Corps of Engineers ("ACOE"), and/or such additional wetland impacts as may be authorized under the governing regulatory permits and the Subdivision Master Plan, Preliminary Plat, or Technical Site Plan approval process. Non-impacted wetlands shall be buffered consistent with SJRWMD and City regulations. Wetland upland buffers shall comply with the requirements of Section 10.01.08 of the LDC, which requires a natural upland buffer with an average width of fifty (50) feet, and no less than twenty-five (25) feet, adjacent to and surrounding optimal wetlands, and a natural upland buffer with an average width of twenty-five (25) feet, and no less than fifteen (15) feet, adjacent to moderate and minimal wetlands. Where development occurs adjacent to a conservation easement or an optimal (high quality) wetland, the Owner shall install, during construction activities, a double row of silt fence spaced three (3) feet apart to prevent erosion and sedimentation.

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

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. Separate irrigation zones shall be required for turf, non-turf areas; and

iii. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

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

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

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

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. The Owner shall consider the use of wildlife crossings in areas where the Project's roadway network crosses optimal wetlands or greenway corridors, as appropriate.

The specific location, design, and scope of any such wildlife crossings shall be determined at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal.

10.17 SIGNAGE: The development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the two (2) primary Project entrances and may be identified with either one double-faced or two single-faced monument entrance signs. Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of twelve feet (12') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project's first preliminary plat or site plan approval

10.18 MODEL HOMES: For each phase, up to five (5) model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes.

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

10.20 PROJECT BUFFERS: At a minimum, the Owner shall provide and maintain (i) a fifteen-foot (15') wide landscape buffer with Type "G" plantings along Belle Terre Parkway and (ii) a twenty-foot (20') wide perimeter buffer with Type "E" plantings along the remainder of the Project boundary. The foregoing buffers shall not be required at the Project entrances. Except as otherwise provided in this Agreement, Project signage, irrigation, drainage, utilities, and related improvements shall be permitted within the Belle Terre Parkway landscape buffer, as outlined in Section 11.03.05.C.6 of the LDC. Notwithstanding the foregoing, the Owner may elect to leave any portion of the Belle Terre Parkway landscape buffer or the perimeter buffer in its existing natural state in lieu of installing the Type "G" or Type "E" plantings otherwise required by this Section 10.20, provided that (i) the minimum buffer width otherwise required by this Section 10.20 is maintained, and (ii) the existing natural conditions (including without limitation wetlands and native vegetation) provide screening equal to or better than the screening that would be provided by the applicable buffer plantings.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Property may be developed in multiple phases. The Project shall be developed in phases as depicted on the Phasing Plan attached hereto as **EXHIBIT "F"** (the "Phasing Plan"). The Phasing Plan is conceptual in nature and the specific boundaries, sequencing, and timing of each phase may be modified by the Owner at the time of the applicable Subdivision Master Plan, Preliminary Plat, or Technical Site Plan submittal for each phase. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Property), the Owner shall submit a Subdivision Master Plan for the relevant phase for City approval pursuant to the LDC, and thereafter shall submit a Preliminary Plat for the relevant phase. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater

service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement. Neighborhood streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124' right-of-way diameter and a 104' pavement diameter. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2) feet of drivable curb is maintained and does not impede fire truck movement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each permissible use shall comply with the LDC except as follows:

Table 12.1 - Site Development Requirements

Regulations	**Tract 1** Neigh. Comm.	**Tract 1** MFR (8 units per acre) ****	**Tract 2** SFR Detached/ Amenities	**Tract 2** Active Adult/ Amenities	**Tract 2** Townhome **** (Up to 8 DUs per Bldg.)	**Tract 3 & 4** Conservation/ Open Space/ Borrow Pit
Min. Lot Area	10,000 SF	10,000 SF	4,000 SF	4,000 SF	1,600 SF	N/A
Min. Lot Width	100 ft.	100 ft.	40 ft.	40 ft.	18 ft.	N/A
Min. Lot Depth	100 ft.	N/A	100 ft.	100 ft.	N/A	N/A
Min. Front Setback	30 ft.	20 ft.	20 ft.	20 ft.	20 ft.	N/A
Min. Side Corner Setback	25 ft.	15 ft.	15 ft. ***	15 ft. ***	15 ft.***	N/A
Min. Interior Side Yard Setback	10 ft.**	8 ft.**	5 ft.	5 ft.	15 ft.**	N/A
Min. Rear Yard Setback	25 ft.*	20 ft.****	10 ft.	10 ft.	20 ft.	N/A
Max. Bldg. Height	25 ft.	50 ft.	36 ft.	36 ft.	36 ft.	N/A
Min. Unit Size	N/A	650 SF	1,200 SF	1,200 SF	1,200 SF	N/A
Unit Mix	N/A	N/A	N/A	N/A	N/A	N/A

Comments:
*Abutting residential required 35-foot landscape setback for Tract 1.
** If buildings exceed 2 stories in height, setbacks shall increase at 10 ft. for every floor over two.
*** No driveways shall be permitted within the side yard setback.
**** All distance dimensions must conform to the *Florida Building Code Regulations.*
The five (5)-foot side setback shall apply to the exterior of units. No development standards applicable to Tracts 3 and 4 due to Conservation and Open Space use. Townhome lots on Tract 1 shall comply with the Tract 2 Townhome dimensional standards in Table 12.1.

12.2 MIXED-USE TRACTS DIMENSIONAL STANDARDS: Non-residential (commercial) uses within the Project shall be permitted only on Tract 1 and shall not be permitted on any other Tract.

Tract 1 consists of two (2) upland development areas separated by wetlands and the existing access road serving the ALF Parcel. Each such upland development area may be developed under any of the following scenarios independently of the other, provided that any such development is consistent with the terms of this Development Agreement:

(i) *Stand-alone Commercial.* Uses consistent with the City LDC requirements for the Neighborhood Commercial (COM-1) zoning district.

(ii) *Stand-alone Residential.* Multifamily uses consistent with the City LDC requirements for the MFR-1 zoning district.

(iii) *Mixed Use.* A combination of Multifamily and Neighborhood Commercial uses consistent with the requirements of the zoning districts referenced in (i) and (ii) above, which may consist of (A) one or more single-use buildings dedicated to either Multifamily or Neighborhood Commercial uses, (B) one or more mixed-use multistory buildings consistent with Section 4.08.05 of the LDC (Multiuse buildings), with non-residential (commercial) uses consistent with the COM-1 zoning district on the ground floor and/or other lower floor(s) of the building and multifamily residential uses on the upper floor(s) of the building, or (C) any combination of the foregoing.

Multifamily units developed on Tract 1, whether stand-alone or as part of mixed-use buildings, shall count toward the 150-unit aggregate cap on multifamily housing units and townhomes set forth in Section 7.1.

12.3 AMENITIES. The Project's amenities may include, without limitation, a clubhouse or clubhouses with fitness facilities, community pool(s), playground(s), sports courts, common area open space, and similar facilities. Amenities may also include other passive and active recreational areas or facilities such as dog parks, pocket parks, and a trail system. The Project's trail system may form a part of the Project's Pedestrian Connectivity System established pursuant to Section 7.4(a). The Project's amenities shall be provided to maintain the City's required level of service for recreation as set forth in the LDC and the Comprehensive Plan. The specific location, configuration, and design of the Project's amenities shall be provided at the time of the Owner's first Preliminary Plat or Technical Site

Plan submittal, consistent with Sections 5(e) and 9(f) of this Development Agreement.

12.4 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner may submit to the LUA an architectural program for the Project. Such program shall include signage and lighting for the Project.

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

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

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

SECTION 14. COMMON AREAS AND MAINTENANCE.

(a) For all common areas within the Project, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall cause such common areas to be owned, operated, and maintained by (i) the existing Magnolia Trace Master Association, Inc. pursuant to the Master Declaration, as may be amended from time to time; (ii) one or more sub-associations created to govern one or more phases of the Project; (iii) a community development district (a "CDD") created pursuant to Chapter 190, Florida Statutes; (iv) a new or successor property owners association established in accordance with Florida law; or (v) any combination of the foregoing (collectively, any such entity, the "Association"), each comprised of the owners of lots or

parcels within the Project. The Owner reserves the right, at its discretion and in accordance with Florida law, to (A) amend the governing documents of the Master Association or the Master Declaration, (B) create one or more sub-associations to govern one or more phases of the Project, and (C) replace the Master Association and its functions, in whole or in part, with a new or successor property owners association or a CDD. The Association's governing documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association or CDD, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping, stormwater, and buffers.

(b) Existing Assisted Living Facility and Independent Living Units. The Assisted Living Facility, consisting of the sixty (60) assisted living bed units and twenty (20) independent living residences located on that portion of the Previous MPD Property owned by Palm Coast SLP, LLC (the "ALF Parcel"), shall not be subject to the obligations imposed by this Development Agreement. The ALF Parcel shall continue to be governed exclusively by the Previous MPD, the ALF Development Order, and the Master Declaration, which instruments shall remain in full force and effect as to the ALF Parcel notwithstanding anything to the contrary contained herein. Under those instruments: (i) the owner of the ALF Parcel shall remain responsible for the operation, maintenance, and repair of the stormwater management system located on the ALF Parcel; (ii) the owner of the ALF Parcel shall remain

a member of the Master Association and subject to assessment thereby for the maintenance of the common roadways, common landscape areas, common lighting, and other common elements serving the ALF Parcel; and (iii) the Master Association shall continue to be responsible for the operation and maintenance of the common roadways, common landscape, common lighting, and common irrigation serving the ALF Parcel, in accordance with and to the extent provided in the Previous MPD and the Master Declaration. Nothing in this Development Agreement shall diminish, alter, terminate, or otherwise impair the rights and obligations of the owner of the ALF Parcel or of the Master Association under the Previous MPD or the Master Declaration, each of which shall continue in full force and effect as to the ALF Parcel.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: Oare Associates, LLC
Attn: John P. Junod, Esq.
Shuffield Lowman
1000 Legion Place, Suite 1700
Orlando, Florida 32801

With copies to: Jay W. Livingston, Esq
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

SECTION 17. SEVERABILITY.

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

SECTION 18. 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 Property.

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

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

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

SECTION 20. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire thirty (30) years from the Effective Date.

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

SECTION 21. RECORDATION.

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

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. 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 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period

exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. 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 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

SECTION 31. 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 32. 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 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALITY TO NEXT PAGE)

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

CITY OF PALM COAST, FLORIDA

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
_____, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2026, by _____, Mayor of the CITY OF PALM COAST, __ who is personally known to me or __ who produced _____ as identification.

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

WITNESSES:

_____

_____
(print)

_____

_____
(print)

"OWNER"

_____ LLC, a Florida limited liability company

By:_____
_____, Manager

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 2023, by _____, Manager, _____, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, Page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, Page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kanakakee Run—Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, Page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, Page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", a arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57 East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle

180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56"East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet; through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of way line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the

Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail—Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along a non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'37", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03'49" West, 571.31 feet; Course 2, thence North 41°22'55" West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02'29", an

arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38'20" West, 968.88 feet; Course 4, thence South 88°39'35" West, 211.11 feet; Course 5, thence South 01°20'25" East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59'59", an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09'36" West, 99.27 feet; Course 7, thence South 89°39'35" West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20'25" West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39'35" West, 127.70 feet; Course 3, thence North 00°20'25" West, 113.58 feet; Course 4, thence North 44°39'35" East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21'02", an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30'56" West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18'22" West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33'10" West, 66.94 feet; Course 2, thence South 44°39'35" West, 238.91 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°0'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, Page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and

along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run—Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51 East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34"West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 12, also known as Tract "A", as described and recorded in Official Records Book 1907, Page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE ADDITIONAL PROPERTY

LOT 10 OF BLOCK 14, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 18, AT PAGE 28, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

RESERVED PARCELS D-3 AND F-4, OF PALM COAST, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 29 AND 31, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "C"

CONCEPTUAL MASTER PLAN

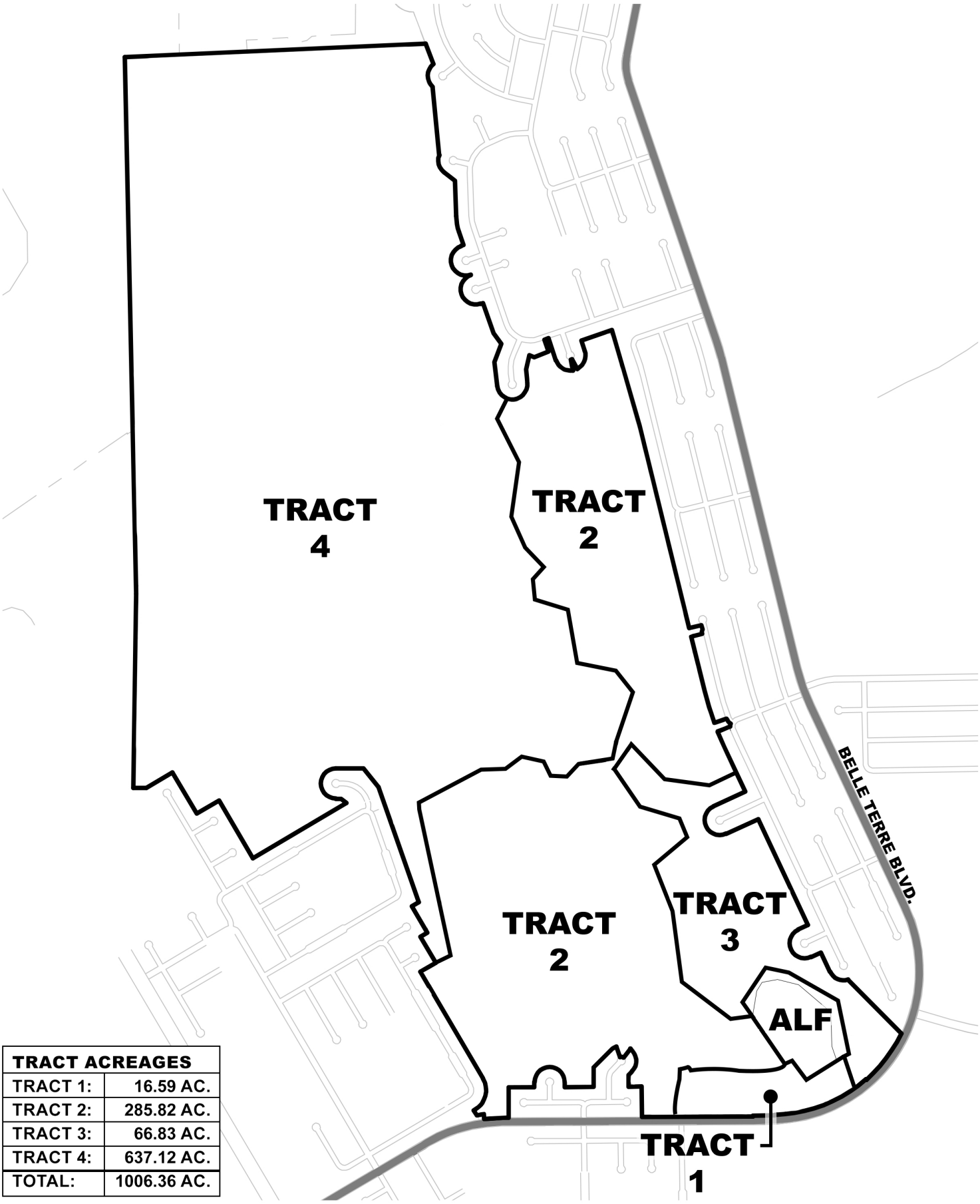
ON FOLLOWING PAGE


SINGLE FAMILY
SUMMARY TOTALS:
98 - 20' TOWNHOMES
144 - 40' LOTS
195 - 50' LOTS
32 - 60' LOTS
469 LOTS TOTAL
APRIL 28, 2026
N
300'
PROPOSED BORROW PIT ACCESS ROAD
PROPOSED BORROW PIT
ZAUB TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
WILDLIFE CROSSING
AGE RESTRICTED-ACTIVE ADULT
92 - 40' LOTS (42%)
94 - 50' LOTS (43%)
32 - 60' LOTS (15%)
218 LOTS TOTAL
UPLAND AREA: 155.45 Ac.
WETLAND IMPACTS: 7.68 Ac.
GATED ACCESS TO AGE RESTRICTED ACTIVE ADULT
ZONAL COURT
ZONAL GERANIUM TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
WILDLIFE CROSSING
WILDLIFE CROSSING
SINGLE FAMILY RESIDENTIAL
2 - 40' LOTS (2%)
MULTI-FAMILY RESIDENTIAL
98 - TOWNHOME LOTS (98%)
100 LOTS TOTAL
WILDLIFE CROSSING
WILDLIFE CROSSING
SINGLE FAMILY RESIDENTIAL
50 - 40' LOTS (33%)
101 - 50' LOTS (67%)
151 LOTS TOTAL
50' R/W COLLECTOR ROAD
BELLE TERRE BOULEVARD
JUNK YARD
KANKAKEE RUN

EXHIBIT "D"

TRACT MAP

ON FOLLOWING PAGE



TRACT ACREAGES	
TRACT 1:	16.59 AC.
TRACT 2:	285.82 AC.
TRACT 3:	66.83 AC.
TRACT 4:	637.12 AC.
TOTAL:	1006.36 AC.

Magnolia Trace - Palm Coast

Exhibit D: Tract Map

29 April 2026

Note: This land plan and/or rendering is conceptual and is subject to review, change and approval by several governmental agencies to meet environmental, technical and other standards. This plan was completed based on limited information, therefore all acreage figures are unofficial and are subject to change.

0' 600' 1200'

N

T:\2022\22-233\Graphics\Tract Map\22-233 Exhibit D Tract Map.psd

ETM
ENGLAND-THIMS & MILLER

EXHIBIT "E"

Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	*ITE LUC*	*Independent Variable*	*PM Peak Hour Ave Trip Rate*
Single-Family Detached Housing	210	DU	0.93
Multi-family Low-Rise	220	DU	0.52
Multi-family Mid-Rise	221	DU	0.38
Senior Adult Housing—Single-Family	251	DU	0.29
Senior Adult Housing—Multifamily	252	DU	0.25

Note: Average PM peak hour trip rate calculated using the following criteria:
1) Trip rate from the ITE's Trip Generation Manual, 12th Edition
2) No Pass-by considered
3) No Internal Capture considered

TO: / FROM:	Single-Family Detached Housing (DU)	Multi-family Low-Rise (DU)	Multi-family Mid-Rise (DU)	Senior Adult Housing—Single-Family (DU)	Senior Adult Housing—Multifamily (DU)
Single-Family Detached Housing	1	1.79	2.4474	3.2069	3.7200
Multi-family Low-Rise	0.56	1	1.3684	1.7931	2.0800
Multi-family Mid-Rise	0.41	0.7308	1	1.3103	1.5200
Senior Adult Housing—Single-Family	0.31	0.5577	0.7632	1	1.1600
Senior Adult Housing—Multifamily	0.27	0.4808	0.6579	0.8621	1

Example: Convert 100 Du's of Single Family Residential to Multi-family Low-Rise

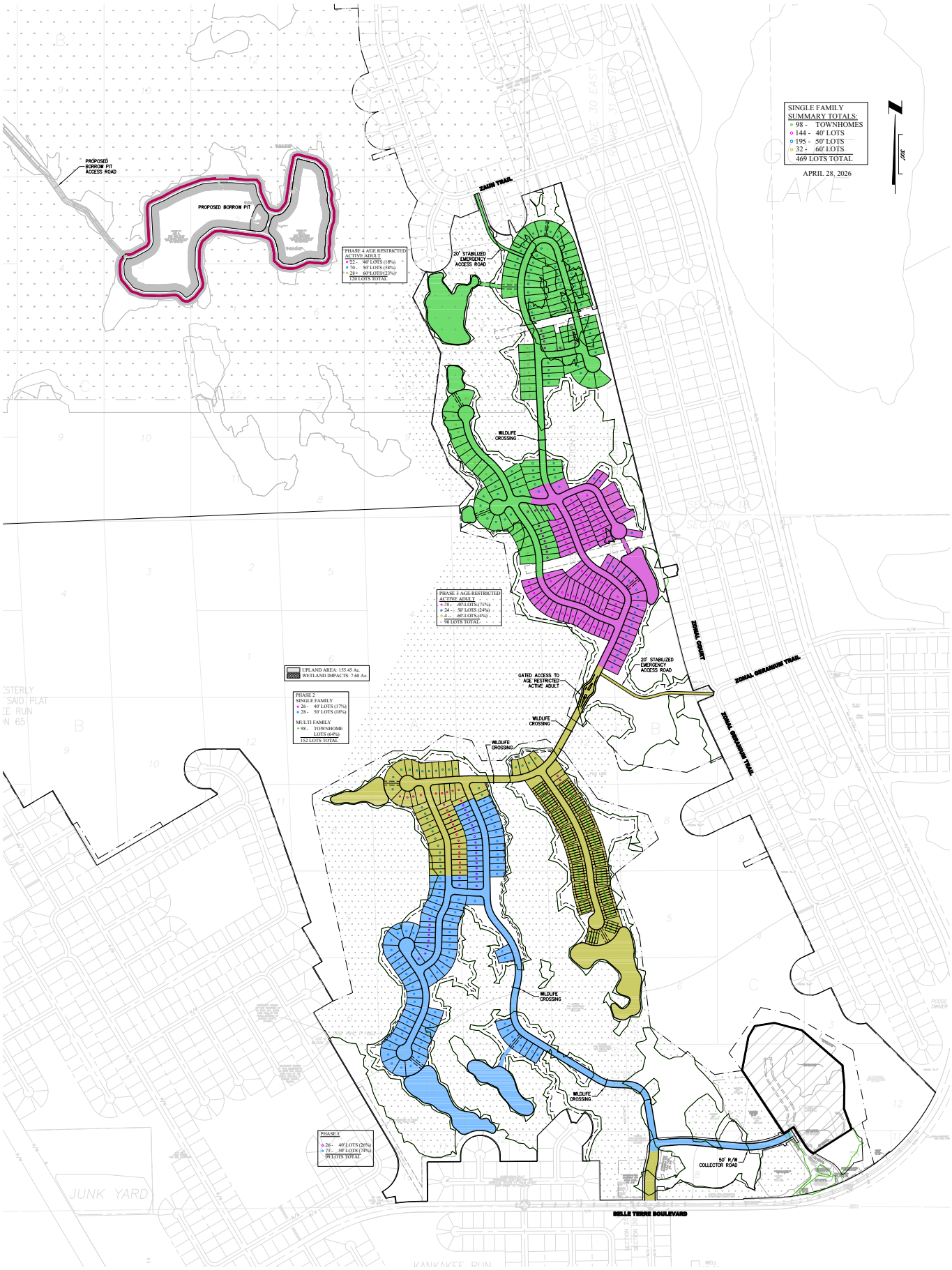
100 x 1.79 = 179

100 Single Family Dwelling Units is equivalent to 179 Multi-family Low-Rise units

EXHIBIT "F"

PHASING PLAN

ON FOLLOWING PAGE


SINGLE FAMILY
SUMMARY TOTALS:
98 - TOWNHOMES
144 - 40' LOTS
195 - 50' LOTS
32 - 60' LOTS
469 LOTS TOTAL
APRIL 28, 2026
N
300'
PROPOSED BORROW PIT ACCESS ROAD
PROPOSED BORROW PIT
PHASE 4 AGE RESTRICTED ACTIVE ADULT
52 - 40' LOTS (18%)
70 - 50' LOTS (58%)
28 - 60'LOTS(23%)
120 LOTS TOTAL
ZAHS TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
WILDLIFE CROSSING
PHASE 3 AGE RESTRICTED ACTIVE ADULT
70 - 40'LOTS(71%)
24 - 50' LOTS (24%)
4 - 60'LOTS(4%)
98 LOTS TOTAL
UPLAND AREA: 155.45 Ac.
WETLAND IMPACTS: 7.68 Ac.
PHASE 2
SINGLE FAMILY
26 - 40' LOTS (17%)
28 - 50' LOTS (18%)
MULTI FAMILY
98 - TOWNHOME LOTS (64%)
152 LOTS TOTAL
ZONAL COURT
ZONAL GERANIUM TRAIL
20' STABILIZED EMERGENCY ACCESS ROAD
GATED ACCESS TO AGE RESTRICTED ACTIVE ADULT
WILDLIFE CROSSING
PHASE 1
26 - 40' LOTS (26%)
73 - 50' LOTS (74%)
99 LOTS TOTAL
50' R/W COLLECTOR ROAD
BELLE TERRE BOULEVARD
JUNK YARD
KANKAKEE RUN

Phase II & Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029) Flagler County, Florida

Flagler County Parcel Identification Number:
24-12-31-4140-00T40-0000

Prepared for:
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Prepared by:
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St. Augustine, Florida

December 2025

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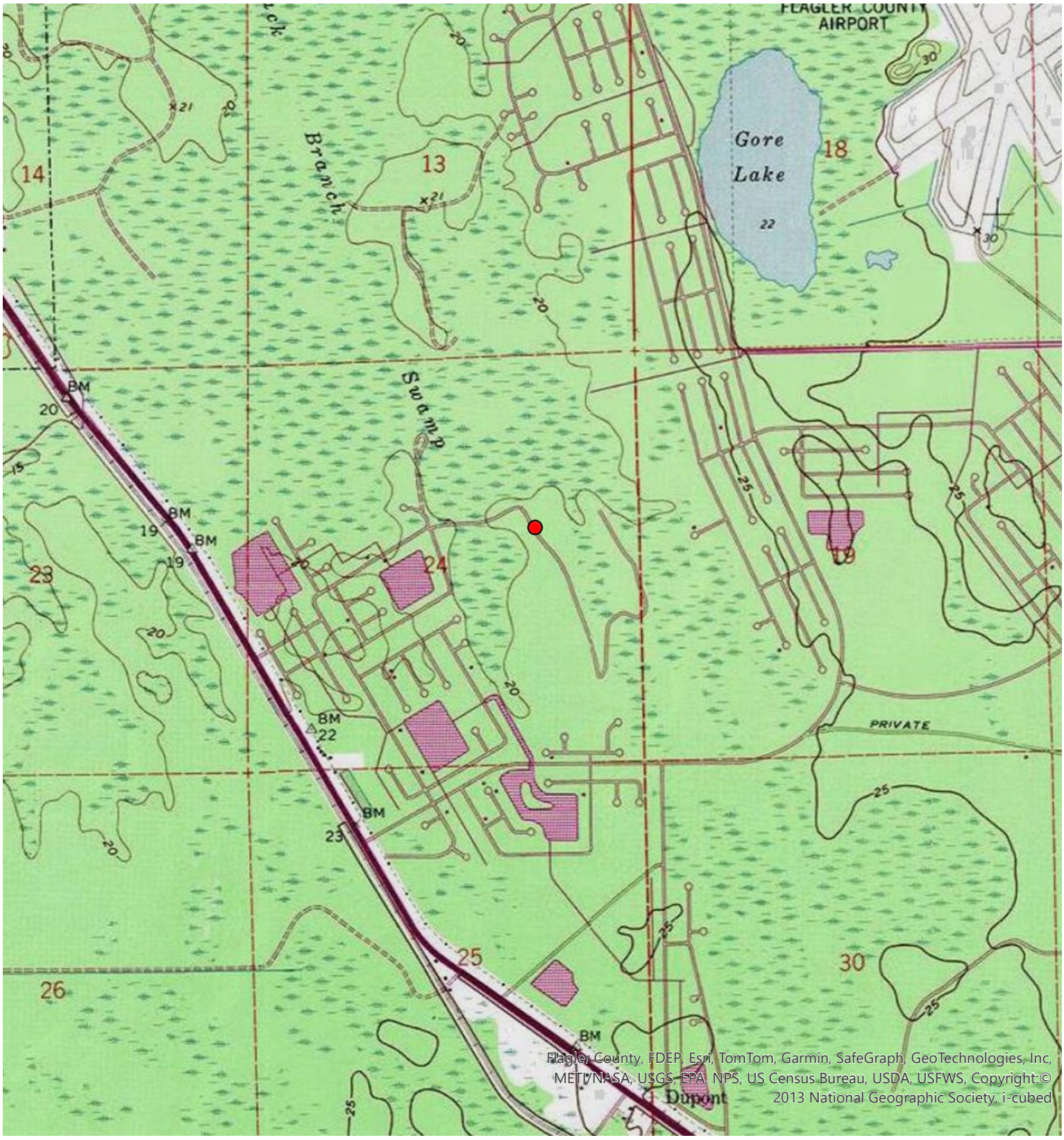
Introduction

This document reports the findings of an Phase II & III archaeological investigations and mitigative excavations of the Gore Lake Mound (8FL00029) located in the proposed GreenPointe Magnolia Trace development property located in the City of Palm Coast, Florida, conducted for GreenPointe Developers, LLC, Jacksonville, Florida, to meet site evaluation and related cultural resource assessment requirements of the City of Palm Coast, and in anticipation of meeting any future state and federal agency cultural resource requirements. The purpose of the study, conducted October - December 2025, was to investigate the integrity of the Gore Lake Mound (8FL00029) and evaluate its potential eligibility for nomination to the *National Register of Historic Places*. The authority for this procedure is Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Chapters 267 and 373, Florida Statutes. This report is designed to provide the City of Palm Coast with information resulting from the subject cultural resource assessment survey for their compliance review regarding the potential adverse impact of the proposed Magnolia Trace development on 8FL00029.

The Phase II & III investigations (mitigative excavations) of the Gore Lake Mound (8FL00029) falls within the proposed GreenPointe Magnolia Trace development property located north of Belle Terre Parkway in the City of Palm Coast, Flagler County, Florida; Section 24, Township 12 North, Range 30 East (Flagler County Parcel Identification Number: 24-12-31-4140-00T40-0000) (see site location figures). These project perimeters bound the **Area of Potential Effect (APE)** as defined by Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665) as amended.

The Phase II and III archaeological investigations were conducted for the City of Palm Coast to assess any potential cultural resources that may occur on the subject property. A review of the Florida Master Site File determined that 8FL00029 was potentially eligible for listing in the *National Register of Historic Places*. Based on this Florida Master Site File information and data from environmentally similar areas in Palm Coast and Flagler County, the City of Palm Coast recommended that a professional archaeological investigation be conducted at the subject site to determine site condition, integrity and NR status.

A search of the Florida Master Site File (FMSF), Florida Division of Historical Resources, Tallahassee, indicated that other historical and archaeological sites were located in the general area of but not in proximity to 8FL00029 (see attached FMSF maps and lists). The FMSF database was examined thoroughly to identify any cultural resources that may be located near the study area, and to develop a project-specific site predictive model as part of a comprehensive research design.



Legend

Gore Lake Mound (8FL00029)

0 250 500 1,000 1,500 2,000 Meters

N

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Topographic Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:24,000

Source: USGS 7.5' Topographic Quadrangle (Flagler Beach West, FL 1956)

Figure: 1



Legend

Gore Lake Mound (8FL00029)

0 50 100 200 300 400 Meters

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Topographic Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

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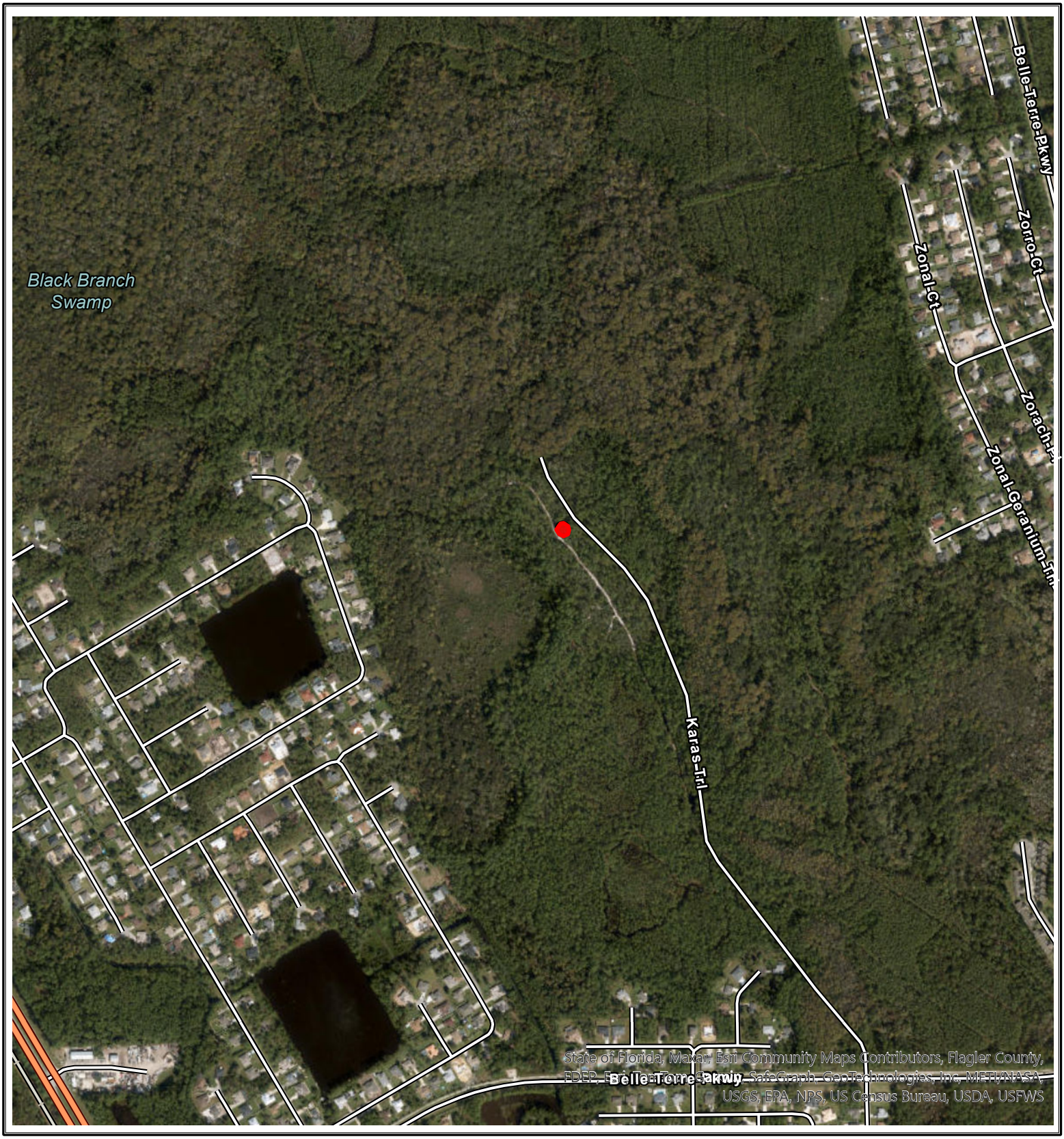
Date: October 05 2025

Scale: 1:5,000

Source: USGS 7.5' Topographic Quadrangle (Flagler Beach West, FL 1956)

Figure: 2



Legend

Gore Lake Mound (8FL00029)

0 75 150 300 450 600 Meters

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Aerial Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

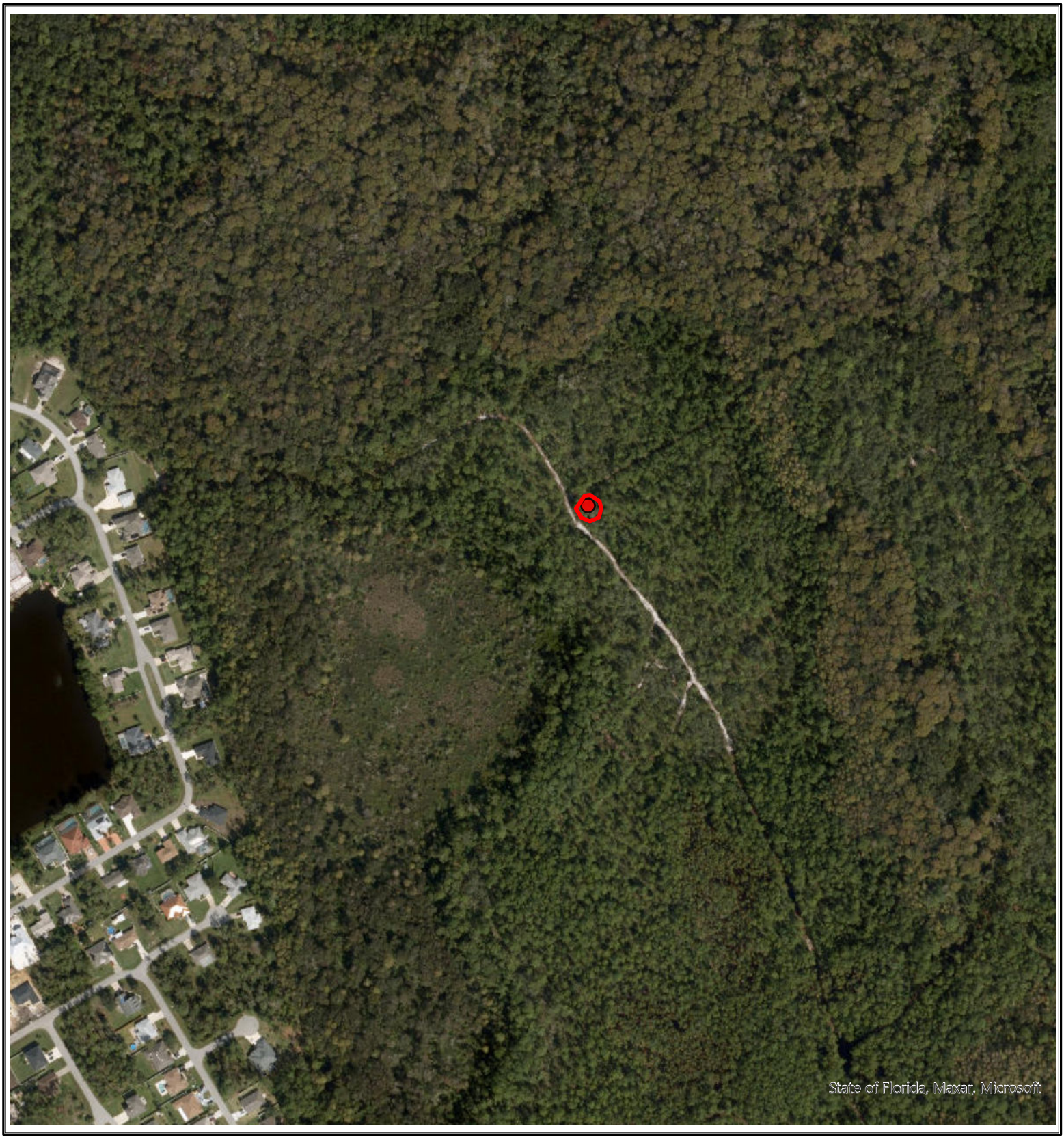
Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:10,000

Figure: 3



Legend

Gore Lake Mound (8FL00029)

0 50 100 200 300 400 Meters

N

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Aerial Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

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Date: October 05 2025

Scale: 1:5,000

Figure: 4



Legend

Gore Lake Mound (8FL00029)

0 7.5 15 30 45 60 Meters

N

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Aerial Location Map

Phase III Investigations of Gore Lake Mound (8FL00029)

Flagler County, FL

Information represented on this map is for planning purposes only.

Date: October 05 2025

Scale: 1:1,000

Figure: 5

Cultural Prehistory of Flagler County

Prehistoric peoples have inhabited Florida for at least 15,000 years. The earliest stages are pan-Florida in extent while later cultures exhibited differing cultural traits in the various archaeological areas of the state. Milanich and Fairbanks (1980) and Milanich (1994) have synthesized the earlier work of John Goggin (1952) and others in east Florida in their model of cultural prehistory in Northeast Florida, of which Flagler County is part. Their chronology, as modified by recent archaeological research, will be followed in a brief overview of the prehistoric development in this region, which includes the project area. This cultural sequence provides a framework for the understanding and evaluation of archaeological sites in the project area.

The Gore Lake Mound (8FL00029) is located in the East-Central archaeological region of Florida as defined by Milanich and Fairbanks (1980:22) and Milanich (1994). This region extends from the St. Mary's River to the north and south to the vicinity of Vero Beach on the Atlantic Coast and includes the St. Johns River drainage and most of the eastern coastal lagoon regions.

The PaleoIndian Period

The first discoverers of the New World were the Siberians of East Asia. More than 20,000 years ago, possibly as early as 40,000 years ago, prehistoric hunters crossed into North America from Asia over the Bering Strait land bridge, a continental link created by shrunken seas during the Ice Age.

Following food supplies, mainly roaming herds of large mammals such as mastodons and mammoths, the Asians migrated throughout the Americas, eventually finding their way into Florida some 15,000 years ago. Many archaeologists believe that these early Floridians, called PaleoIndians, relied, in part, on the coastal regions for food and other resources. If so, the areas they once inhabited are now under water because ancient coastlines were miles beyond where they are today due to the lower sea levels of the time. If they have survived the destructive nature of rising sea levels, these archaeological sites will be found far offshore, possibly along relic river channels, the past freshwater environs where indigenous people tended to concentrate. This phenomenon may explain why archaeologists have such a difficult time finding evidence of early humans in Florida, especially along the coasts.

Recent research on Paleoindian sites in and along the Aucilla River in northwest Florida, particularly the Page-Ladson site, has changed the thinking on early prehistoric peoples in Florida and the Southeast (Dunbar 2012; Halligan 2012; Webb 2006). Based on these archaeological investigations and the data produced, it is generally believed that Paleoindian settlement was more specialized and sedentary than once thought, particularly in how Pleistocene megafauna such as mastodons were hunted and processed. The lithic tool assemblage associated with these early prehistoric activities is sophisticated and specialized.

While it is likely that they inhabited the area, PaleoIndian artifacts are infrequently found in Flagler County and its surrounding areas. Most have been recovered from the St. Johns River by divers who often find them in association with the fossil remains of early mammals such as elephants and bison, which were hunted by the PaleoIndians. These associated remains seem to indicate that Florida's earliest residents were taking and later butchering animals at river fords where the large creatures were temporarily incapacitated as they waded across the water. Archaeologists refer to these locations as "kill sites."

The Florida environment during PaleoIndian times was much different than today. The climate was cooler and drier, and freshwater was more difficult to find due to lower sea levels. Forests of hardwoods, mostly oak and hickory, grew alongside of open prairies. Here, PaleoIndians coexisted with and hunted an unusual variety of Pleistocene mammals which once lived in Florida such as giant ground sloths, horse, bison, llamas, giant armadillos, huge tortoises, peccaries and several types of elephants. They hunted many species of smaller animals, as well. Subsistence was of primary concern to these early people whose lifestyles were largely dictated by the migratory patterns and movements of game. The principal PaleoIndian diet was supplemented by wild plants, nuts, berries and food resources from the coasts.

PaleoIndians used specialized stone tools, the most characteristic of which are slightly waisted spear tips known as Suwannee and Simpson projectile points. Hundreds of these points have been found throughout Florida in rivers, suggesting that they were lost during game ambushes at river crossings.

The Archaic Period

About 6,000 B.C., the Earth's climate changed, and a warming trend caused glaciers to melt and release a tremendous amount of water into the ocean. Consequently, sea levels began to rise dramatically, changing the shape of the coastlines of Florida. The warmer temperatures and abundance of water caused a change in the environment and extensive hardwood forests gave way to pines and oaks, and swamp forests emerged. This was the end of the last great Ice Age.

It was during this period that the large mammals that once characterized Pleistocene Florida disappeared. In a new landscape that looked very similar to what St. Johns County does today, lessor mammals flourished. The new environment produced a variety of new food sources which prehistoric people adapted to with new technology. These events marked the beginning of the Florida Archaic period.

About 6,000 years ago, Archaic period hunters and gatherers began to expand out of the central highlands of Florida around Ocala and Gainesville and move into areas along the St. Johns River where they discovered an abundant supply of fish, game, and freshwater shellfish, mainly snail and mussel. By 4,000 B.C., prehistoric peoples were well established along the river, living there year-round rather than seasonally. For the first time, people became more sedentary in lifestyle, settling in one area. A stable supply of food found in the river environs attracted and supported more people and eventually large

villages and ceremonial centers began to emerge. These Archaic populations are known archaeologically as the Mount Taylor culture, named after the Mount Taylor site, a freshwater shell mound on the St. Johns River.

Perhaps the most significant of these sites is the archaeologically acclaimed Tick Island site on the St. Johns River to the southwest. Evidence from this site suggests a large and complex society once lived there, which practiced organized ceremonialism. Some of the earliest pottery in North America has been recovered from Tick Island along with a spectacular array of artifacts. Unfortunately, most of these were salvaged as the shell mound was being mined for road fill in the 1960's. Radiocarbon dates associated with human burial remains recovered from the site prior to its destruction indicate that Tick Island was well established by 4,000 B.C.

The Orange Period

The Archaic tradition, or the way Archaic peoples lived, continued for some time. The practice of hunting, gathering of food, and fishing, including the taking of shellfish, provided the food resources for prehistoric peoples to survive in many areas of St. Johns County.

Around 4,000 years ago or about 2,000 B.C., the technology of pottery-making was acquired by the Archaic people of Northeast Florida. The earliest forms of pottery were made from locally gathered clays mixed with plant fibers. When fired, the bodies of these ceramic vessels became orange in color. This recognizable pottery type, evidenced by its color and the presence of fiber impressions throughout, is used by archaeologists to identify the Orange or Late Archaic cultural period in St. Johns County, a continuation of the Archaic lifestyle with the advantage of pottery vessels. Orange period sites along the St. Johns River have produced the oldest dates for pottery in North America. The earliest pottery vessel forms are rectangular-shaped and were probably modeled after baskets.

It is generally believed that it was during the Orange period that prehistoric peoples were attracted to the coasts of Flagler County by a new food source created by a changing environment. An abundance of shellfish, produced by developing estuaries, caused inhabitants of the St. Johns River basin to migrate to the coastal regions of Northeast Florida and develop a new but similar means of subsistence. The settlement model for this period theorizes that the coastal resources supplemented the freshwater river lifestyle rather than replace it entirely. For some time, it has been believed that prehistoric groups of this time made seasonal rounds to and from the coasts from their permanent villages along the St. Johns River. These seasonal migrations are suggested to have taken place during the winter months when foods other than marine shellfish were scarce or not available.

However, evidence from the lower Tomoka River Basin in northeastern Volusia County and from other coastal areas indicates that Late Archaic peoples were living along the coasts of Northeast Florida year-round rather than at certain times of the year. Archaeological research conducted in St. Johns, Volusia, Flagler, and Duval Counties,

reveals that Orange period people were collecting and eating a variety of coastal resources throughout the year. Many of the sites researched are coquina middens, formed by the discarded remains of beach clams that were gathered from the seashore rather than estuaries. These tiny clams were collected in mass and cooked and eaten as a broth. Orange fiber-tempered pottery recovered from Late Archaic period coastal sites indicates that prehistoric peoples were using these areas about 4,000 years ago.

It is likely that Archaic period peoples were living in the coastal regions prior to the Orange period. Investigations at the Strickland Mound complex in Tomoka State Park have revealed extensive coquina middens that contain no pottery. These shell middens along with an early mounded burial may suggest that prehistoric groups had settled the east coast long before what is currently accepted. Rather than making seasonal rounds to and from the St. Johns River and the coast, it is likely that prehistoric people in St. Johns County and, in general, Northeast Florida, beginning with the Mount Taylor period, settled the two regions simultaneously, finding in both environments the resources necessary to support themselves year-round. Small Archaic period sites along the upper reaches of interior drainages may be short-term hunting or collecting stations, which were used by small groups who traveled from their permanent villages on the coast or river to gather food over a period of several days. These activities would allow people to maintain permanent residences in either location, with shellfish and fish providing the primary means of food, while gathering resources from surrounding areas.

The St. Johns Period

The end of the Orange period is characterized by changes in pottery types resulting from different tempering agents, including sand, which were used along with or in place of fiber. By 500 B.C., Orange pottery was replaced by a chalky ware known as St. Johns. The introduction of this ceramic type marks the beginning of the St. Johns cultural period, a way of life that spans two millennia, lasting until the arrival of European explorers around 1500. While much larger in number, prehistoric populations of this period practiced the same pattern of living developed by Archaic peoples centuries before, including shellfish harvesting, hunting, fishing, and plant collecting. It was also during this period that domesticated plants, mainly corn and squash, were used for the first time.

The St. Johns people occupied two major regions of Northeast Florida, the St. Johns River basin to the west and the environmentally rich estuaries of the intracoastal waterways of the east coast. Abundant resources in both areas allowed prehistoric populations to grow and expand throughout these regions of the county, establishing permanent villages and ceremonial and political centers at locations where food was most plentiful. Both the river and coastal regions are marked by enormous shell mounds, the remains of prehistoric foods – snail and mussel in the freshwater environs and oyster, clam and coquina on the coasts, all of which served as the staple for the St. Johns diet for centuries. In particular, it was the shell mounds of the east coast such as Turtle Mound in Canaveral National Seashore Park and Green Mound in Ponce Inlet that grew to colossal

proportions. These coastal shell heaps represent the largest shell middens in North America.

Because of an abundance of fish and shellfish in the estuarine regions of St. Johns County, St. Johns people lived in many areas along the intracoastal waterways other than the densely populated areas of river basins. This is evidenced by the numerous oyster middens and burial mounds known for the Intracoastal areas in Flagler, St. Johns, and Volusia Counties.

St. Johns period sites abound along the St. Johns River to the west, as well, indicating that prehistoric activity in the river basin during this cultural period was extensive. Here, enormous shell mounds and sprawling middens are composed of freshwater snail instead of oyster. The largest of these, Tick Island, was a focal point for St. Johns people as well as Archaic hunters and gatherers. Tick Island and other large sites likely were areas where St. Johns populations concentrated and consequently developed political and ceremonial systems to organize their complex societies.

Less is known about the inland occupations of St. Johns people, those that occur between river and coast. It is clear, however, that these areas were being used during the St. Johns period, this evidenced by interior sites such as Grand Haven Hammock (8FL00181) and Grand Haven Cove (8FL00174) in Flagler County. Freshwater snail and coquina middens found along inland lakes, ponds, swamps and other drainages suggest that some St. Johns people were well adapted to these areas, living selectively, seasonally or year-round within the interior portions of the region.

The late St. Johns period peoples were known historically as the Timucuan Indians in Flagler County and in Northeast Florida, a name that was given to them by the early European explorers. The ethnographic works of the French artist Jacques le Moyne in 1564 and other early descriptions provide archaeologists and historians with invaluable information regarding the lifestyles of the Timucua and their prehistoric ancestors. These early documentations, coupled with archaeological information, give us a relatively accurate profile of native life.

We know from this information that in addition to collecting shellfish from local waters for food, native Floridians also hunted, with bows and arrows and spears, deer and many other animals – even alligators, and fished, and trapped turtles and birds. Plants, roots, nuts, mainly acorns and hickory nuts, and berries were also gathered for food. A popular method of cooking foods involved the stewing and boiling of meats and plants in various combinations in a large pottery "kettle." Fish and animals were barbecued whole and preserved on smoke racks made of wood and crop harvests were stored in corncribs. Later, some native groups learned to grow corn, beans, squash, pumpkins, and other domesticated plants, a renewable source of food that ensured a stable diet. It is thought that in the spring some of these groups would abandon their large coastal villages, divide into smaller farming groups, and grow crops in the fertile grounds of the St. Johns River Valley and around the interior lakes of Central Florida.

Some Timucuan villages were fortified by a palisade line or a wall made of sharpened, upright timbers. A village often had a large community house in its center where ceremonies, religious activities, and political gatherings took place (Worth 1998). This central structure was where the chief presided, as well. Surrounding the community center were smaller huts that housed families. These houses were circular and dome-shaped in form with palmetto-thatched walls and roofs. Inside, wooden benches were used for sitting and sleeping. While the Timucuan attire was brief, sometimes consisting of strands of Spanish moss, their practice of body ornamentation and use of jewelry made for some richly decorated natives. Chiefs and other important members of the community were often tattooed from head to foot, a symbol. of authority. Men wore their hair up in a "top knot" usually with feathers or stuffed animals adorning their heads. Dyed fish-bladder ear plugs and long shell and bone pins were worn by both men and women. Jewelry, finely crafted and colorful, was made of shell, pearls, bone, wood, stone, and metal.

Accustomed to life near the water, prehistoric peoples used dugout wooden canoes for transportation and hunting in the extensive waterways of the Intracoastal and the St. Johns River. The dugouts were made by felling a tree, usually a pine or cypress, and hollowing out the body by burning and scraping away the interior wood. Many of these wooden vessels have been recovered from the bottom of lakes and rivers throughout the county area.

Regional Settlement Patterns

Prehistoric and Historic Settlement in the Pellicer Creek Basin

While prehistoric settlement in Northeast Florida occurs predominantly in the coastal regions and the St. Johns River Basin, prehistoric sites are also known for interior creek basins in the region. Prehistoric sites, especially those of later cultural periods, have been identified for the Pellicer Creek Basin located north of the subject parcel in Flagler and St. Johns Counties. These include two site complexes at Faver-Dykes State Park (8SJ00035, 8SJ03133, 8SJ03742) (see Payne and Griffin 2000).

Prehistoric settlement is evidenced in the basin from the mouth of Pellicer Creek inland. The Wadsworth Midden (8FL00012) is an extensive shell midden located at the mouth of the creek at the Intracoastal Waterway. Francis Pellicer owned and farmed a grant of 1,000 acres which includes this area (Payne and Griffin 2000).

Farther up Pellicer Creek westward are the Rhotan Middens (8SJ03203 and 8SJ03204). The site was investigated by Andrew Douglass who in the late 19th century recorded what little we know about the midden: "Immediately opposite this mound (Marineland Midden, 8FL002), Pellicer's Creek opens out on the western side of the lagoon, and following up its course about three miles we reach on the north bank, Rhotan Landing, where a shell bank and field indicate an early Indian village. Three-quarters of a mile westward from this landing is a sand mound known in my records as Rhotan Mound. The distance between this and Dupont's Shell Mound is about five miles, about one and a half miles of which constitute the breadth of the Lagoon" (Douglass 1885:76).

Miller (1978) identified Rhotan Landing on the north bank of the Pellicer Creek as one of four inland ceremonial mounds in the Pellicer Creek Basin. Douglass describes this complex in detail: "the Rhotan Mound … is the first Indian Mound I had the opportunity of exploring. Its form was that of a truncated cone, with unusually steep sides, rising at an angle of forty-five degrees. Its height above the trench at its base was twenty-two feet, and above the natural level of the old fields in which it stood, eighteen feet. The summit was a slightly convex plateau of thirty feet in diameter and the diameter of the mound at its base was eighty-five feet. It was composed of a fine cream-colored siliceous sand, and at the time I visited it, it was covered, both summit and sides, with a moderately thick growth of trees, some of them fifteen inches in diameter. The sand composing this mound had evidently been taken from the trench at its base, but it was now doubtless reduced in depth by the washings from above, during the lapse of centuries, and it melted so gradually and imperceptibly into the remote level of the plain that it was impossible to determine where the excavation terminated. The trench in its course about the mound was interrupted by three un-dug strips of the original level, equidistant from each other. They were about six feet in breadth and were a very marked characteristic of the base. It might be inferred that the aboriginal constructors had a special reverence for this peculiar figure, attaching to it some religious or superstitious signification, but I imagine it was simply the design of the savage to reduce the labor of ascending with his load, when the increasing width of the trench compelled him to take it from a distant point. Gathering the

soil in baskets from the widening excavation, he must descend into the trench, and again ascend the soft, fresh sand upon the steep slope of the mound, but by reserving this natural causeway he could avoid the extra descent and reach the slope at a point considerably above the base and have a reduced proportion of the soft slope to encounter. The exploration of this mound was the work of several days, and not very fruitful in results. Burials, no doubt original ones, were found ten feet from the summit, but too decayed to be preserved or gathered. They comprised bones massed together with the skull on top, occupying a space about two feet by ten inches. The adjacent soil was slightly discolored by the red paint with which they had been coated, frequently only a few teeth were discernable. It was impossible to estimate the probable number of burials--a matted mass of beads was exhumed at a depth of five feet, and, at a depth of four feet but quite apart from each other, were found three celts and two fine quartz pebbles, one grooved as a sinker, the other evidently at one time fitted with a handle and used as a skin polisher. I have singled out this mound rather as exhibiting the natural causeways designed to save labor. I rarely observed it in mounds of moderate height, say six to ten feet, but on larger mounds the idea was expressed in some similar way (1885:76-77). The Pellicer Mound (8SJ00035) complex, now inventoried as part of the Rootan Branch Complex and Mounds by the Florida Master Site File (a complex that includes both prehistoric and historic archaeological sites, are all part of this regional settlement model.

It is evident from the prehistoric sites known for the area that the Pellicer Creek basin was used by prehistoric populations for habitation, subsistence and religious/ceremonial practices. The lower basin areas are characterized by extensive shell middens that line the mouth of the creek, sites that represent food-gathering activities over thousands of years. The immediate upper basin sites served a different purpose, primarily for habitation and as ceremonial centers.

Early historic period activity is also known for the Pellicer Creek Basin, as well. A raised causeway, a portion of the King's Road, is found at the southern boundary of the Double Bridges development parcel on and just north of Pellicer Creek. It measures 30 meters north to south and is approximately three meters wide. Another section of causeway occurs on the south side of Pellicer Creek, just south of the Double Bridges property line. This causeway runs south through the swamp approximately 50 meters from the remains of the wooden bridge over Pellicer Creek to Hulett Branch where a second grouping of pilings and iron spikes from an extinct wooden bridge were noted. These two bridges, located only a small distance apart, are undoubtedly the reason the "Double Bridges" landmark is named so. South of the second bridge, a raised causeway runs south through the swamp for about 95 meters to a point where higher ground begins.

Jones (1981:104) speculated that the earthen dam constructed at the Hewett sawmill complex was utilized as a portion of the King's Road to cross Hulett Swamp (also called Sawmill Swamp). Martin Hernandez's 1817 survey plat map shows the road crossing at the old Hewlett site with another road meeting the King's Road at this junction and only one road, the King's Road, leading southeast from this point.

Field survey work on Double Bridges development property (Ste.Claire 2002) led investigators to believe that the large amount of soil required to construct the raised causeway placed through the swamp north and south of Pellicer Creek was excavated from the upland terrace areas. These excavated areas are quite visible, with the road bed actually cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dump site. The fill work would then be gradually extended southward as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges which characterize the southern portion of the Double Bridges site.

A possible earlier passage, cut or perhaps worn by usage through a portion of the upland terrace, was also noted during field work on the Double Bridges property. This area is located just west of the King's Road roadbed and leads directly to the northern bank of Pellicer Creek. This path is suspected to have been the original one used for fording Pellicer Creek prior to wooden bridge construction in 1772. It was also the likely fording place for perhaps the earliest and largest cattle drive conducted during the British Period.

Two Second Spanish Period plantations are known for the nearby Faver Dykes State Park. Joseph Hernandez developed a 455-acre agricultural operation in 1817 to supple his other operations. The remains of a worker’s residence related to this plantation during archaeological investigations of the State Park (Payne and Griffin 2000). Hepworth Carter was granted 1,800 acres in 1792 by the Spanish Governor of Florida. He brought his family and 26 slaves to establish his plantation with his residence at Hemming Point (Payne and Griffin 2000).

Florida's statehood in 1845 brought significant changes to administration of roads, with transfer of authority from Washington to Tallahassee, who then delegated responsibility to the counties. County commissions created local agencies to supervise construction and maintenance of roads. A committee was created in 1880 by the St. Johns County Board of County Commissioners to lay out a public road leading southward from St. Augustine to Pellicer Creek. This was accomplished by August that year by constructing two roads (the Carter Road and the Moultrie Road), which joined together about five miles south of the city, thus forming a single road to Pellicer Creek. The Carter Road followed the general path of the King's Road and was referred to by that designation in commission meetings (Adams, et al, 1997:34).

The historic Double Bridges crossing site and a remaining portion of the King’s Road were recorded to the Florida Master Site File as site numbers 8SJ04892 and 8SJ04893, respectively (Ste.Claire 2002).

William M. Jones, an avocational archaeologist from Jacksonville, recorded Hewitts Mill, a late 18th century sash-saw mill site, in 1981 following a lengthy field investigation of the site that mostly occurred in 1977. Jones published most of his research in an El Escribano article, the journal of the St. Augustine Historical Society (Jones 1981).

The Hewitt sawmill complex is located in the southeastern quarter of Section 47, Township 10 South, Range 30 East. The 18th century site is comprised of extant and intact earthenworks including dams, berms, races and borrow pits. The complex spans Hulett Branch, a tributary of Pellicer Creek, some 200 meters east-west and is 65 meters at its greatest length north-south. Extant portions of the site include the dam that has been washed out in areas, tail races (excavated canals) and two large borrow pits. Jones (1981) found remnants of a structure (the saw mill) in the form of a wooden platform. This platform remains inundated and preserved in the creek basin at approximately 30 centimeters below surface. The dam is approximately two to three meters high and measures approximately 16 feet (ca. five meters) in width; the borrow pits measure three to four meters in depth and shows well the extensive amount of earth removed to construct the dam. Jones (1981:93) comments on the interrelationship of these site components: "The Hewitt dam was constructed across Sawmill Swamp and Hulett Branch to attain the height of water needed to power the mill wheel. At the present time, the dam has a total of five breaks or openings and two doglegs that extend outward in a northerly direction. The total length of the dam including the doglegs is approximately 144 m. and the height about 2.5 m. above the swamp floor, and 3 m. above the buried floor. Dams of this size were probably built with the aid of horse-drawn scoops."

The Hewitts Mill site (8FL00014), with its 18th century complex of berms, dams, races, borrow pits, and structures, represents a highly significant historic resource. It is probable that it is the only site of its type in the state that exhibits the high degree of preservation, integrity and complexity present (Ste.Claire 2004).

The Tomoka River Basin

The Tomoka River to the south of the project area serves as a major drainage of a section of the Pamlico Terrace where its headwaters lie. Its source is the pine flatwoods east of the Tomoka Preserve and surrounding areas. Rainwater in this extensive recharge area is channeled through numerous swamps and minor drainages before becoming the Tomoka River proper. The Tomoka River traverses diverse ecosystems as it cuts through both the Atlantic Coastal Ridge and the Silver Bluff Terrace before emptying into the coastal lagoon, formed by the confluence of the Tomoka River and the Intracoastal (Halifax River). Water from the creek eventually flow into the Atlantic Ocean at inlets to the north and south. In places, the Tomoka River drainage has formed high sandy bluffs and steep banks as it eroded the relic dune ridges.

The Tomoka River basin is an important archaeological area in Florida, containing a broad range of prehistoric cultural resources including ceremonial mounds, extensive coquina and oyster shell middens, and burial mounds. Regarding prehistoric settlement in the basin, archaeological site location indicates that the indigenous inhabitants of the Tomoka basin, like the environmentally similar Pellicer Creek to the north and the Spruce Creek Basin to the south in (see Ste. Claire 1995; Payne 1985), were concentrated in the lower regions of the drainage in the estuarine areas. To date, no aboriginal sites have been located in the middle to upper reaches of the basin, despite the prehistoric availability of highly elevated areas for habitation, an adjacent source of freshwater, and

an abundance of natural resources. Despite this prehistoric availability of multiple environmental resources and highly elevated areas along the middle to upper portions of the Tomoka River, variables that define high probability areas in terms of archaeological site predictability, these regions of the basin apparently were not inhabited by prehistoric peoples.

Archaeological sites in the lower basin areas are well documented and include some of the most important prehistoric sites in Florida. Nocoroco (8VO00082), an extensive Late St. Johns period/Timucuan town documented by Spanish explorer Alvaro Mexia in 1605, is located at the northern tip of the Tomoka State Park peninsula (see Griffin and Smith 1949). Other large St. Johns period village sites have been recently documented for the lower basin (Austin and Ballo 1989). The Tomoka Mount Complex (8VO00081), a series of nine earthen mounds and an extensive shell midden composed primarily of coquina, is located in the western regions of the Tomoka peninsula. Research at this site (see Piatek 1992) has confirmed Archaic period associations for this mound complex. Radiocarbon dates from a large, mounded burial indicate that the mound was constructed approximately 4600 years ago. A burial at the top of the mound was dated to 2880 B.C., indicating that the site was used through the Late Archaic period.

Subsistence and seasonality data from the Tomoka Stone site (8VO02571) (see Russo and Ste. Claire 1992), a dense coquina midden located along the eastern border of the Tomoka peninsula on the Halifax River, indicate year-round occupation and a broad range of activities including fishing, shellfishing, hunting, collection of nuts and other plant materials, and tool manufacture and maintenance. The wide variety of activities suggests that an entire range of societal members and social groups may have occupied the lower Tomoka River basin. Construction of the Tomoka mounds, which current evidence suggests are all Archaic in origin, and seasonality and subsistence data from the nearby Tomoka Stone site, indicate that Middle to Late Archaic peoples in this area were well-adapted coastal dwellers who were sufficiently settled in year-round occupations based on the intensive exploitation of coastal resources, and were socially organized as to construct ritual burial mounds within large villages (Russo and Ste. Claire 1992).

Research in the lower Tomoka River basin has demonstrated that sites like Tomoka Stone and the Tomoka Mound Complex are no longer cultural anomalies, but reflections of cultural diversity and complexity during the Archaic period in Florida. These early villages provided the foundation for a lengthy continuum of prehistoric occupation in the lower Tomoka basin. Prehistoric settlement in these areas began in the Middle Archaic period and continued through the Late St. Johns period when European explorers made contact with the indigenous peoples of east Florida (see Ste. Claire 1992).

The Spruce Creek Basin

Spruce Creek serves as a major drainage of a section of the Pamlico Terrace where its headwaters lie (Griffin and Steinbach 1990). Its source is the pine flatwoods east of the Tomoka Preserve and surrounding areas. Rainwater in this extensive recharge area is channeled through three tributaries, one south from Samsula that eventually join and

form Spruce Creek proper. The creek traverses diverse ecosystems as it cuts through both the Atlantic Coastal Ridge and the Silver Bluff Terrace before emptying into the coastal lagoon, formed by Strickland Bay, Turnbull Bay, Rose Bay, and the Halifax River (the intracoastal waterway). Water from the creek eventually flow into the Atlantic Ocean at Ponce Inlet. Over time, the Spruce Creek drainage has formed high sandy bluffs and steep banks as it eroded the relic dune ridges.

The Spruce Creek basin is an important archaeological area in Florida, containing a broad range of prehistoric cultural resources including ceremonial mounds, extensive shell midden, burial mounds, and lithic scatter sites. Of interest is that the prehistoric inhabitants of the Spruce Creek basin were concentrated in the lower regions of the drainage and, to a lesser degree, along the upper reaches of the creek. To date, no aboriginal sites have been located in the middle sections of the basin, despite the prehistoric availability of highly elevated areas for habitation, an adjacent source of freshwater, and an abundance of natural resources. Prehistoric sites are well documented for the lower Spruce Creek basin (Piatek 1986; Volusia County 1989; Griffin and Steinbach 1990; Ste. Claire 1992, 1994) and reflect a reliance on the resource-abundant estuaries of the area. Sites in lower basin date to the St. Johns period (ca. 500 B.C. – A.D. 1500) when occupation of the coastal lagoon environments of east Florida was prevalent. For two millennia, the estuaries of Spruce Creek provided prehistoric inhabitants with stable food resources, enabling larger populations to settle the area.

These groups eventually developed complex social, political and religious systems to order increasing populations in the lower basin area, this evidenced by sites such as the Spruce Creek Mound, a large earthen ceremonial mound (Griffin and Steinbach 1990; Ste. Claire 1992:37), and numerous burial mounds (Piatek 1986; Ste. Claire 1994). It is probable that an extensive linear shoreline oyster midden along the southern shores of Turnbull Bay is the Indian Town of Caparaca, a Mayaca-influenced complex first documented by the Spanish explorer Alvaro Mexia in 1605. The density and types of artifacts recovered at the Moore site (Ste. Claire 1994) suggest a densely populated late St. Johns period village complex.

Few prehistoric sites have been located in the upper Spruce Creek basin, although enough have been located to establish an earlier occupation of the basin area. Archaeological sites found along the upper reaches of the creek, primarily along the tributaries, are small pre-ceramic Archaic period (ca. 3000 – 2000 B.C.) extractive camps evidenced in the form of spatially confined lithic scatters (Ste. Claire 1990). Sites like the McDonald Farm site (8VO02570), located approximately three miles from the lower estuarine regions of the creek, have produced Archaic stemmed projectile points and other lithic materials (Ste. Claire 1989). The McDonald Farm site artifact assemblage is dominated by debitage indicative of tool (hafted biface) repair, resharpening, and general maintenance, activities often associated with hunting stations (Ste. Claire 1990). Several other locations of preceramic Archaic deposits are known for other areas of the upper Spruce Creek basin (Ste.Claire 1990). Based on current data, it is surmised that these sites represent hunting stations that were used intermittently during the late Archaic by small groups hunting white tail deer and other game.

Despite the prehistoric availability of multiple environmental resources and highly elevated areas along the middle portions of Spruce Creek, variables that define high probability areas in terms of archaeological site predictability, these regions of the basin apparently were not inhabited by prehistoric peoples. To date, surveys of these areas have resulted in the discovery of no prehistoric sites (e.g., Ste.Claire 1996, 1995, 1991; Payne 1985; Cusick and Ste. Claire 1991). Payne (1985), in her survey of four parcels adjacent to the Sanctuary on Spruce Creek Subdivision properties, notes the "unexpected results" of her investigations, making reference to the discovery of no prehistoric sites in high probability zones.

Based on current data, prehistoric occupation of the Spruce Creek basin occurred predominantly in the lower, estuarine regions of the basin during the St. Johns period (after 500 B.C.). Use of the upper basin areas occurred intermittently during the Middle to late Archaic period (5000 – 1000 B.C.) where temporary extractive camps were occupied to hunt deer and collect other resources. Settlement of the middle basin areas was, at best, infrequent, and not visible archaeologically.

Historical Background

Florida's ownership during early historic times, from the 16th Century until 1821 when Florida became a Territory of the United States, was held by two distinctly different European nations. These settlers were primarily peoples we now define as Hispanic or citizens of the British Isles. The historic period settlers came into a land already occupied by thousands of Native Americans, whom they called Indians.

Florida's First Spanish Period occupation, from 1513 to 1763, was primarily by Spanish peoples. These early residents lived in defensible, rather tightly contained villages because their interface with the Native American population was often unpredictable. To date, historical documentation has not been found indicating that Spanish settlers from this period lived or farmed very far from the confines of St. Augustine, other than on Catholic mission sites. Many land grants were issued along Florida's east coast to Spanish citizens, but most of these properties were never developed.

Negotiations with Spain through the Treaty of Paris in 1763 transferred Florida (an area at that time much larger than present-day Florida) and the Mediterranean island of Minorca to Britain, in exchange for Havana, Cuba, captured a year earlier by the British. Possession of this territory of Florida gave Britain an unbroken line of colonies along the Atlantic seaboard of North America, from Canada to Florida. These colonies were obtained from France during the same treaty. Britain's governmental decision regarding the management of its newest colony, Florida, saw the split of the territory into two parts, East Florida and West Florida, with seats of government in each. The Apalachicola River served as the line of division between the two sections. Pensacola was chosen as seat of West Florida's government and St. Augustine was selected as the East Florida seat. Both sections had a governor appointed by the British government. East Florida's first colonial governor, Colonel James Grant, was appointed June 8, 1763, but did not arrive in St. Augustine until August 1764.

This British occupation of Florida is termed Florida's British Period, lasting only from 1763 to 1783, a twenty-year span. In 1783, another treaty between Britain and Spain returned Florida to Spanish ownership. This period, termed Florida's Second Spanish Period, ended in 1819 when Florida became an official territory of the United States. Historic documentation shows that the subject parcel’s irregular Section 47 (Township 10 South, Range 30 East) was originally part of an extensive 1,000-acre Second Spanish Period land grant, issued to Martin Hernandez in 1817 (Spanish Land Grants: 1821). Hernandez was a former colonist from a British plantation, the New Smyrna Colony. Approximately half of the Double Bridges property was once the northeast portion of this Second Spanish Period grant.

Under the British Period ownership, with a desire to quickly populate its two new colonies, a system of land grants was implemented for which interested British subjects could apply. Governor Grant's plan for settling East Florida was based on the development of a plantation economy, with large land grants issued to people who would produce agricultural products for which Britain's economy and citizens would benefit. A

colonist associated with one large British plantation, the New Smyrna Colony, located in southeast Volusia County, became the owner of Section 47, a portion of the Double Bridges property in St. Johns County. The former indentured colonist left New Smyrna in 1777 for a better life in St. Augustine and in later life became an 1817 grantee of land during Florida's Second Spanish Period. This grant was designated Section 47 during surveys conducted during Florida's Territorial Period.

A brief background on the formation of the British New Smyrna Colony and of its many European indentured colonists, who immigrated to East Florida to work on this plantation, is warranted. Dr. Andrew Turnbull and two wealthy, influential partners petitioned the British government in 1766 for large grants of land in East Florida. Two adjoining 20,000-acre tracts were surveyed south of the Ponce de Leon Inlet in Volusia County and granted to these partners. Andrew Turnbull's large grant joined the equally large William Duncan grant, located to the south adjoining Turnbull's land. The partners agreed, prior to actual development on this 40,000-acre plantation, that Turnbull himself would be plantation manager.

Rather than a completely slave-based enterprise (he did have black slaves on the plantation), Turnbull decided white Mediterranean people would be better suited for agricultural work in the semi-tropical, humid climate where the plantation would be sited. He first began recruiting colonists in Greece, then Italy and several other areas but did not find sufficient numbers of willing peoples. He turned to the island of Minorca, a recent British acquisition, and began campaigning for people willing to go to East Florida as indentured colonists.

On April 17, 1768, eight ships, carrying a total of 1,403 people (including Dr. Turnbull), sailed from Gibraltar for East Florida (Griffin1991: 28). Among the passengers, immigrating as indentured colonists, were Gaspar Hernandez, Margarita, his wife and their 12-year-old son, Mariano (anglicized to Martin in later years). These family members were all natives of Minorca (re: St. Augustine Historical Society Library vertical file). Martin was born April 18, 1756, in Mahon, Minorca. Gaspar is listed in The Minorcans of Florida as a caulker (Rasico1990:162). The New Smyrna Colony disbanded in 1777 when the colonists, including Martin Hernandez, left this plantation and moved to St. Augustine in hopes of a better life.

Research of grants issued during the British Period in the vicinity of the project area showed that a 300-acre grant was officially issued to John Hewitt (also spelled Hewett or Hewitt in various documents) on April 18, 1771 (Siebert 1929: 282-284). No survey map was found for this grant but the site of his sawmill, erected on Hulett Branch, a tributary of Pellicer Creek, next to Sawmill Swamp on Martin Hernandez's later 1,000-acre 1817 grant map (Spanish Land Grants: 1821) (Payne, Griffin: 2000:13). Whether the 300-acre grant extended north of today's Pellicer Creek and onto the project area cannot be determined. (Pellicer Creek was named the Little Matanzas River during the British Period; it was called North West and Pellicer Creek during the Second Spanish Period). At the end of March 1775, Hewett obtained a warrant of survey for a grant of 1,000 acres (Siebert: 1929: 282-284). The location of this 1,000-acre grant is noted in Siebert (1929:

282) as adjoining the 300-acre grant but on which side is not mentioned. It may or may not have included property bounded by the road corridor. Hewett may not have farmed his land, using only the trees on the acreage for lumber. His crews may also have logged trees on surrounding property not within his own grant boundaries (Payne and Griffin: 2000:13).

An article in the 1981 El Escribano journal (Jones 1981:102) discusses research and archaeological work conducted during the late 1970s at the site of the 18th Century Hewett water-powered sawmill. Remains of an 18th Century dwelling house were discovered west of the mill site. In a list compiled by William Gerard DeBrahm in 1771, Hewett (who came to St. Augustine in 1768), was listed a shopkeeper, innkeeper, and joiner (Payne and Griffin 2002:13). He served as a building contractor for the British Government in St. Augustine and constructed the steeple for St. Peter's Church and the State House. He would also have supplied sawn lumber for various other construction projects in the city and perhaps to landowners outside of it. It is probable that this mill may have supplied the sawn lumber used for wooden bridges erected along the King's Road, beginning in 1771. No firm date for the discontinued use of the mill was found by Jones during his research. The complex may have been deserted at the end of the British Period in 1783 when Hewett left (Payne and Griffin: 2000:13). However, if the mill complex was used by a new owner during the Second Spanish Period, it may have been destroyed during the 1812 Patriot War (Jones: 103). Siebert (1929: 282) lists James Howe as administrator for Hewett's claims for losses of his properties in the St. Augustine area after the British Period ended. The claim was entered in a section of Siebert's book (II:282) entitled, "Examinations in the Bahamas Islands of East Florida Claimants." At some time after leaving East Florida, Hewett moved to the Bahamas and perhaps died there.

Martin Hernandez, former colonist from the New Smyrna Colony, was granted the 1,000-acre Second Spanish period grant (Section 47 in St. Johns County), a portion of which is nearby the project area. In 1780 in St. Augustine, he married a former indentured colonist from the New Smyrna plantation, Dorotea Gomila, born in 1762 in Minorca. She immigrated to East Florida with her father, Joseph, in 1768 (Rasico 1990:161). This couple had many children. One son, Jose Mariano (anglicized later to Joseph Martin), became a well-known and noted leader, serving as Attorney General and later as General during Florida's Second Seminole War Period, from1835-1842 (St. Augustine Historical Society vertical file). Joseph, as attorney for and on behalf of his father, was the person who petitioned the Spanish Governor in 1817 for the 1,000-acre land grant approved to Martin (Spanish Land Grants: microfilm). The petition requested issuance to Martin for military services performed during defense of the province in the 1812 Patriot War. The petition itself offers some personal data regarding Martin, listed as "Chief Master Carpenter of the royal works of fortifications" in St. Augustine (Spanish Land Grants microfilm). It is not known whether Martin developed any of the land within his 1,000 acre grant. An official government survey taken of Section 47 in 1850 documented a total of 1,013.62 actual acres contained in this grant. His claim for losses after Florida became a territory of the United States in 1819 (the claim was confirmed) did not itemize anything other than the land. He did own three houses and lots in or very near the city of

St. Augustine. His son, Joseph, received a 455-acre grant in 1818 located near the mouth of Pellicer Creek (St. Augustine Historical Society: vertical files) on land now included in Favor-Dykes State Park. It is possible that Joseph had overseers engaged in agricultural pursuits on both of these grants about the same time but records viewed so far have not proven this supposition. Joseph acquired other plantations in the Pellicer Creek area, some on the barrier island and some south of Pellicer creek (Payne, Griffin:2000:22).

Preserved sections of the King's Road have been located during archaeological and historical surveys of adjacent properties, including the Double Bridges development (Ste.Claire 2002) and the West Palm Coast DRI (Ste.Claire 2004) located immediately north of the project area. The intersection of Pellicer Creek and a landing road, now known as the King's Road, has long been called Double Bridges, named after the two bridges that once existed in the Pellicer Creek and Hulett Branch basins at this location. The bridges are gone, but the remaining piers and extensive causeways serve as monuments to this historic crossing. The site is recorded as 8SJ04892, the Double Bridges Site (Ste.Claire 2002).

The Double Bridges site is defined by three extant sections of causeways and two remnant bridge spans. Most of the site occurs on lands to the immediate west of the Double Bridges project area and Pellicer Creek, these lands owned and managed by the St. Johns River Water Management District. The causeways and bridges were once part of the 18th century British Colonial period King's Road corridor, a major capital project and transportation route funded and constructed by the British Crown.

A raised causeway is found at the southern boundary of the Double Bridge development parcel on and just north of Pellicer Creek. It measures 25 meters north to south and ranges from three to four meters wide. Another section of causeway occurs on the south side of Pellicer Creek, just south of the Double Bridges property line. This causeway runs south through the swamp approximately 50 meters from the remains of the wooden bridge over Pellicer Creek to Hulett Branch where a second grouping of pilings and iron spikes from an extinct wooden bridge were noted. South of the second bridge, a raised
Located in the southern portion of the Double Bridges, the property is a small, yet well-preserved portion of the original 18th Century King's Road. The majority of the King's Road route south from CR-204 (the northern border of the subject parcel) was obliterated by past logging activities. The remaining portion of the King's Road leads south to the north bank of Pellicer Creek, the southern boundary line of the Double Bridges project area. Wooden pilings associated with the wooden bridge that spanned Pellicer Creek, from the Double Bridges side to the south side of the creek, are still in place. Most or some of the pilings may represent repair work done after its construction in 1772, to its last usage in the early 20th Century. They appear to be post-Civil War period piers. However, some may be original pilings. Cypress, live oak and pine are native trees in this portion of St. Johns County and their timbers preserve well even in very wet environments. Remnants of iron spikes in these pilings remain. A causeway runs south through the swamp for about 95 meters to a point where higher ground begins. The average width of the causeway road in the western portion is three to four meters. The

total length of the causeway and bridge span system over the creeks and through the wetland swamps is approximately 190 meters and it is oriented north south.

Field investigations revealed that the large amount of soil required to construct the raised causeway deposited in the swamps north and south of Pellicer Creek was excavated from adjacent upland terrace areas. These excavated areas are quite visible, with the roadbed cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dumpsite. The fill work would then be gradually extended southward (or northward if construction began at the opposite side) as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges that characterize the southern portion of the Double Bridges site. Borrow pits were observed along the high sandy banks which border the creek basin. On the Double Bridges property, one borrow pit measuring three meters in diameter, is located on the eastern bank or ridge approximately 30 meters from Pellicer Creek.

It could not be determined if the remaining bridge pilings dated to the original British Colonial period construction of the King's Road bridges over Pellicer Creek and Hulett Branch. As a general assessment, it is more likely that the piers are post-Civil War replacements.

It is believed that the King's Road once followed two, possible three different routes as it traveled south from the Double Bridges area. Recent survey work at the West Palm Coast DRI project to the immediate north of the road corridor project area demonstrated that the width of the Hewlitts Mill (8FL14) dam over Hulett Branch was wide enough to accommodate wagon traffic and measures approximately sixteen feet, the standard width of the original King's Road (Ste.Claire 2004). Jones (1981:104) speculated that the earthen dam constructed at the Hewett sawmill complex was utilized as a portion of the King's Road to cross Hulett Swamp (also called Sawmill Swamp). Martin Hernandez's 1817 survey plat map shows the road crossing at the old Hewlett site with another road meeting the King's Road at this junction and only one road, the King's Road, leading southeast from this point. Nearby, an early section of colonial road, possibly an original portion of the King's Road, was discovered preserved in the immediate uplands of the Hulett Creek drainage. This site was recorded as 8FL239, the Hulett Colonial Road site. Also, a St. Johns River Water Management District access road crosses Hulett Branch as a point that may have been an original colonial crossing as evidenced by remnant wood piers. This site was recorded as 8FL250, the King's Road Bridge. Remnants of the King's Road from Hulett Branch south to U.S. 1 have not been located.

James Grant, East Florida's British Governor, considered a network of roads a top priority during his administration (Schafer 2001:163). He recognized that settlers needed a dependable overland transportation route, but he initially lacked sufficient funds to pay for this work. By 1772, savings in the Governor's contingency fund allowed work to begin on segments of the road. This effort may have provided the greatest public benefit of any project undertaken by the British government. John Funk was appointed surveyor

for traversing and surveying the ground for the Public Road and was paid 12 pounds for this work (Coomes:1975). Captain Robert Bisset was hired to construct the road from Matanzas Swamp (the present-day Pellicer Creek area) south through New Smyrna to Mr. Eliott's plantation (near present-day Scottsmoor). He was paid 1150 pounds for this effort (Coomes:1975). Richard Payne was contractor for the section of road leading to the Matanzas Swamp (Schafer 2001:164). Research suggests that Payne was responsible for road building south from the St. Augustine area to the north bank of Pellicer Creek with Bisset's crew picking up from that point. However, it is possible that Payne's crew constructed the wooden bridge over Pellicer Creek with Bisset's crew taking over on the southern bank of the creek. Schafer (2001:168) described road specifications to be followed for portions of the King's Road leading north from St. Augustine. It is believed that these specifications were followed by Bisset and Payne for the southern route. The road was to measure sixteen feet across, with ditches and pine logs laid crosswise in the wet portions (corduroy ribbing) and causeways through the swamps and bridges across the many creeks and rivers.

Research at Double Bridges led archaeologists to believe that the large amount of soil required to construct the raised causeway placed through the swamp north and south of Pellicer Creek was excavated from the upland terrace areas. These excavated areas are quite visible, with the roadbed cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dumpsite. The fill work would then be gradually extended southward as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges which characterize the southern portion of the Double Bridges site.

In early 1767, Dr. Andrew Turnbull requested 500 head of cattle for his plantation. Additional cattle orders from other plantations in the area brought the number of cattle requested to 1,000. Several horses were also ordered. By late May 1767 this order, filled by Georgia merchants, was assembled for the drive south to East Florida. Under Governor Grant's direction, the path to be used for the drive was blazed and perhaps cleared by approximately 20 Indians. By August 8, 1767, the path to be followed was completed. Governor Grant stated, "a considerable number of cattle, which all just arrived from Georgia for Doctor Turnbull and Sir William Duncan are to be drove by the Indian Road to New Smyrna" (Shafer:2001:124-126). It is probable that most or all of the routes taken by the cattle drive and the later King's Road followed earlier paths utilized by Native Americans, who themselves perhaps followed existing wild animal trails.

By the end of 1774, Bisset's crew had completed the southern section of the King's Road. East Florida's Acting Governor John Moultrie wrote from St. Augustine in October 1775, "I go regularly once a month to Tomoka (present-day Ormond Beach area), go through in a day, with great ease and pleasure to self and horses" (Schafer 2001:166). While the road may have been considered in very good condition in 1775, time, nature, Florida's changes of ownership, political unrest, wars, and destruction by Native Americans contributed to its disrepair and, at times, disuse, over the years. In mid-1777, approximately 500 discontented colonists left the New Smyrna plantation on a three-day walk up the King's

Road (across the Double Bridges property) to St. Augustine, in search of a better life. Their Catholic priest and several colonists who had not departed earlier followed in November (Rasico 1990:54-55), thus ending the ambitious dreams of wealth for Dr. Turnbull and his partners.

In 1825, James Gadsden wrote to the Quartermaster General regarding repairs needed to the King's Road, bridges, and causeways (Carter 1958:304). In 1837, a petition was sent to Congress by citizens living south of St. Augustine, soliciting replacement of all bridges that had been destroyed by the Seminole Indians (Carter 1960: 446-447). No action would be taken on this petition until after the end of the Second Seminole War in 1842. It is probable that U.S. Army soldiers utilized as much as the King's Road as practicable during this war with the Seminoles.

A chronology of events regarding the King's Road, from its initial conception and up to 1845 when Florida officially became a State, is included in a report prepared by Adams, et al (Adams, et al, 1997: 1-4). Activities regarding the King’s Road usage during the 18th and 19th Centuries and its relation to the project area are summarized here.

By 1784, the British residents had left the province after Spain again regained control. This change in ownership and peoples affected repairs to segments of the route, particularly in areas remote to St. Augustine where there were now few or no settlers. The Patriot's War broke out in 1812 in East Florida, with rebel troops and Spanish militia using the road. At times this road was not safe for travel by private citizens, and used mainly by troops, rebels, Indians, etc. The President of the United States was authorized in 1823 to open a road "in the old track of a road known by the name of the King's Road" from the St. Mary's River to New Smyrna. Official action was not taken until 1826 when the President officially authorized the work. In 1825, Col. James Gadsden, assigned to perform survey work for road repairs, reported his observations of road conditions and repair cost estimates to the Quartermaster General (Carter 1958:304). Congress appropriated $11,000 for the roadwork from the Georgia line to New Smyrna in 1827, with the use of Federal troops authorized. Work on the road south from St. Augustine to New Smyrna began in Jan. 1828. This work was completed to just south of the Tomoka River by September 1830. A report in 1834 stated the road from the Matanzas River (Pellicer Creek) to New Smyrna was impassable for a horse. It was reported in November 1835 that all wooden bridges along the road had been burned by Indians. The Second Seminole War began in 1835 and most residents of farms and plantations south of St. Augustine evacuated to the city. A petition was sent in 1837 to Congress by citizens living south of St. Augustine, solicited replacement of all bridges destroyed by the Seminoles as they ravaged plantations (Carter 1960: 446-447). No action would be taken on this petition until after the end of the Second Seminole War in 1842. It is probable U.S. Army soldiers utilized as much as the King's Road as practicable during this war with the Seminoles. In 1845, the U.S. federal land surveyors resumed laying out township, range and section lines, suspended in 1835 because of Indian hostilities. They used the King's Road as a survey monument.

Whether the road the East Florida survey teams in 1834 and 1849 called the King's Road was the exact same track established by British engineers in the 18th Century is unknown. It may have assumed slightly different routes over the years in some areas (Adams, et al,1997: 33). A slight route change is seen in Section 47 where the road crossed over today's Hulett Branch north of the old mill site, but the area where it crossed Pellicer Creek appears to be the same. Military paths carved out during the Second Seminole War may have later become identified as a portion of the road.

Florida's statehood in 1845 brought significant changes to administration of roads, with transfer of authority from Washington to Tallahassee, who then delegated responsibility to the counties. County commissions created local agencies to supervise construction and maintenance of roads. A committee was created in Feb. 4, 1880 by the County Board of County Commissioners to lay out a public road leading southward from St. Augustine to Pellicer Creek. This was accomplished by August that year by constructing two roads (the Carter Road and the Moultrie Road), which joined together about five miles south of the city, thus forming a single road to Pellicer Creek. The Carter Road followed the general path of the King's Road and was referred to by that designation in commission meetings (Adams, et al, 1997:34).

No historical documentation was found to indicate that the King's Road was utilized by the military during the War Between the States. Shortly after the end of the conflict, the U.S. Army began a thorough detailed mapping of the coast of Florida (Adams, et al,1997:34). It is probable that many portions of the King's Road were documented by these crews but maps depicting these road segments were not found during research.

Bockelman (1975:3) stated it was not until the (early) 20th Century, with the expansion of automobile travel and the fame of Florida's climate, that improved modern highways were built. Until then, the King's Road was the main and only highway along the east coast of the State. Most of this old road still exists, some still unpaved. Some portions run through private property. Portions have been realigned and some overlaid with modern-day highways. Some segments still carry on its old name, but are now called the Old King's Road.

During the early 20th century, the King's Road found itself part of both the Dixie Highway and U.S. Highway 1, both of which ran parallel to the ocean along the east coast (Adams, et al,1997: 36). The Dixie Highway, first to be completed, reached Miami on Oct. 25, 1915. Demands of traffic compelled construction of a second, larger U.S. Highway 1 in the early 1920s (Adams, et al,1997: 36).

Palm Coast Cultural Resources

The rich Palm Coast environs surrounding the project area have supported human inhabitants for thousands of years. Settlement began some 4,000 years ago when prehistoric peoples used the abundant estuaries and adjacent forests to gather shellfish, hunt deer, and collect nuts and berries for food. The lengthy continuum of occupation spans prehistoric times to the age of European exploration, the colonial period, the Civil War, and finally modern times.

Three important archaeological/historical sites representing three distinct periods of human occupation are found in proximity of the project area. All three cultural resources have been recorded to the Florida Master Site File, Division of Historical Resources in Tallahassee. These include the Hernández Landing site (8FL00307), a plantation period wharf on Long Creek; the Kings Road (8FL00186), a Revolutionary War period highway; and the Big Mulberry Branch site (8FL00028), an early prehistoric campsite.

The Hernández Landing Site - 8FL00307

Research historians demonstrated that one of Joseph Hernández's grants, an 800-acre parcel authorized in 1816, is presently maintained as irregular Section 40 on the U.S.G.S. topographic map that contains the Long Creek area. A hand-drawn land grant map, nearly two centuries old, fits within the rectangular irregular section. Illustrated at the very northeast corner of the early 1800s map is an "embarcadero," Spanish for a landing for boats. Below it is a "camino carratera" or a cart road that dead ends into Long Creek, or the landing at this body of water.

Archaeologists superimposed the historic land grant on a contemporary topographic map to determine the location of the site. The landing falls on a small peninsula of land approximately 300 feet east of the Long Creek Landing Park parcel across a small marsh. Palm Harbor Parkway, the marsh, and Long Creek border the property. At the most northern point of the peninsula at Long Creek, archaeologists found a raised earthen bulkhead of historically excavated fill that forms a steep bank over Long Creek. Nearby are caches of dressed (cut) coquina stone and other early structural materials. Piles of coquina along the banks are likely secondary wharfs. The earthen bulkhead probably supported a wooden wharf during its early operation.

The site, the historic Hernández Landing on Long Creek, is located immediately south of the project area. It was recorded to the Florida Master Site File as site number 8FL00307. Later maps, including an 1882 navigational chart, show that the cart road was eventually modified and extended past the landing over the marsh and north to the Matanzas River to another principal landing. Bridge pilings sighted in the immediate area are most likely related to this later period. But before this road extension, Hernández Landing was used during colonial times as wharf to load goods such as cotton, sugar, corn, beans, Naval Stores products (pine resin), and other agricultural products into wooden boats for transportation to larger ships anchored at Matanzas Bay. These products were taken to

market at St. Augustine, Savannah, and other principal colonial ports in the colonial south. Hernández Landing was surely the first and at one time the most important commercial hub in Palm Coast.

Shipping activities likely happened at high tide, as Long Creek is tidally influenced. Shallow-draft flat boats such as the 10-ton burthen (weight) boats Andrew Turnbull described for his 18th century New Smyrna Settlement to the south were probably used. Fully loaded wooden boats, measuring some 30 x 10 feet, were moved through the channel with poles and oars. In turn, supplies needed for agricultural industries and subsistence were transported by the same boats from the main ships to the Hernández Landing and off-loaded there.

The 800-acre property that contains the landing was one of several land grants owned by Joseph Martin Hernández, the owner of Mala Compra Plantation to the east (from 1816 to 1836). Unlike other plantation owners of the early 1800s, Hernández was born and raised in Florida. His father came to Florida with Andrew Turnbull's 1766 colonization effort at New Smyrna.

Hernández and his father took part in the Patriot War on the side of the Spanish and for this they were awarded three land grants: 1,000 acres on Pellicer Creek, and 500 acres each on the St. Johns and Halifax rivers**.** The younger Hernández eventually inherited all three of these properties. He was also awarded 635 acres south of the Matanzas, although he did not receive this land until 1818, soon after he purchased Mala Compra.

Hernández later used his family status and influence to acquire more land. He was granted 800 acres in Graham's Swamp west of the headwaters of the Matanzas River where he developed a successful sugar plantation, called St. Josephs. He also bought 375 acres directly north of Mala Compra on which he built the Bella Vista Plantation where he grew oranges. Today, Bella Vista occupies the grounds of Washington Oaks Gardens State Park. Mala Compra was Hernández's primary residence and business headquarters for many years. Here, he managed his vast land holdings, almost 30,000 acres of land at the time (Griffin 1999).

The Kings Road - 8FL00186

The British Colonial period King's Road, or *camino real*, traversed lands immediately north of the project area (the current Old Kings Road right-of-way is located approximately two miles north of the development parcel). It was the principal road that fed all major settlements in northeast Florida during the colonial period. The linear route follows the general route of the Kings Road shown on the Clements survey map of 1834 and the Randolph survey map of 1850, as well as the modern-day route of the road that runs north-south through Palm Coast. The Kings Road is also depicted on the Hernández map as the western border of the land grant. It is shown as *Realengo*, which translates to royal lands. The Kings Road served as a major transportation route during the British period (1763 – 1784) and subsequent historic periods in Florida.

James Grant, East Florida's British Governor, considered a network of roads a top priority during his administration (Schafer 2001:163). He recognized that settlers needed a dependable overland transportation route, but he initially lacked sufficient funds to pay for this work. By 1772, savings in the Governor's contingency fund allowed work to begin on segments of the road. This effort may have provided the greatest public benefit of any project undertaken by the British government. John Funk was appointed surveyor for traversing and surveying the ground for the Public Road and was paid 12 pounds for this work (Coomes: 1975). Captain Robert Bisset was hired to construct the road from Matanzas Swamp (the present-day Pellicer Creek area) south through New Smyrna to Mr. Eliott's plantation (near present-day Scottsmoor). He was paid 1150 pounds for this effort (Coomes: 1975). Richard Payne was contractor for the section of road leading to the Matanzas Swamp (Schafer 2001:164). Research suggests that Payne was responsible for road building south from the St. Augustine area to the north bank of Pellicer Creek with Bisset's crew picking up from that point. However, it is possible that Payne's crew actually constructed the wooden bridge over Pellicer Creek with Bisset's crew taking over on the southern bank of the creek. Schafer (2001:168) described road specifications to be followed for portions of the King's Road leading north from St. Augustine. It is believed that Bisset and Payne followed these specifications for the southern route. The road was to measure sixteen feet across, with ditches and pine logs laid crosswise in the wet portions (corduroy ribbing) and causeways through the swamps and bridges across the many creeks and rivers.

Under the British Period ownership, with a desire to quickly populate its two new colonies, a system of land grants was implemented for which interested British subjects could apply. Governor Grant's plan for settling East Florida was based on the development of a plantation economy, with large land grants issued to people who would produce agricultural products for which Britain's economy and citizens would benefit.
Preserved sections of the King’s Road have been located during archaeological and historical surveys of nearby properties, including the Double Bridges development (Ste.Claire 2002), the West Palm Coast development (Ste.Claire 2004) and the King’s Road Widening Project (Ste.Claire 2004). In Flagler County, the intersection of Pellicer Creek and a landing road, a historic route of the Kings Road, has long been called Double Bridges, named after two bridges that once existed in the Pellicer Creek and Hulett Branch basins at this location. The bridges are gone, but remaining piers and extensive causeways serve as monuments to this historic crossing.

The Double Bridges site is defined by three extant sections of causeways and two remnant bridge spans. The majority of the site occurs on lands to the immediate west of the Double Bridges project area and Pellicer Creek, these lands owned and managed by the St. Johns River Water Management District and forming the northern border of the West Palm Coast properties. A raised causeway is found at the southern boundary of the Double Bridge development parcel on and just north of Pellicer Creek. It measures 25 meters north to south and ranges from three to four meters wide. Another section of causeway occurs on the south side of Pellicer Creek, just south of the Double Bridges property line. This causeway runs south through the swamp approximately 50 meters

from the remains of the wooden bridge over Pellicer Creek to Hulett Branch where a second grouping of pilings and iron spikes from an extinct wooden bridge were noted. South of the second bridge, a raised causeway runs south through the swamp for about 95 meters to a point where higher ground begins. The average width of the causeway road in the western portion is three to four meters. The total length of the causeway and bridge span system over the creeks and through the wetland swamps is approximately 190 meters. It is oriented north south.

Field investigations revealed that the large amount of soil required to construct the raised causeway deposited in the swamps north and south of Pellicer Creek was excavated from adjacent upland terrace areas. These excavated areas are quite visible, with the roadbed cutting through the ridges. Most likely, the wooden bridge was constructed first to allow wagons loaded with dirt easy access to the dumpsite. The fill work would then be gradually extended southward (or northward if construction began at the opposite side) as logs were placed first with sand over these to make the roadbed usable. Sand for the raised causeway that was built south of the second bridge over Hulett Branch was taken primarily from the highly elevated sand ridges that characterize the southern portion of the Double Bridges site. Borrow pits were observed along the high sandy banks which border the creek basin. On the Double Bridges property, one borrow pit measuring three meters in diameter, is located on the eastern bank or ridge approximately 30 meters from Pellicer Creek.

It is believed that the King's Road once followed through two, possible three different routes as it traveled south from the St. Johns River Water Management District lands. Survey work at West Palm Coast demonstrated that the width of the Hewlitts Mill (8FL00014) dam over Hulett Branch was wide enough to accommodate wagon traffic and measures approximately sixteen feet, the standard width of the original King's Road (Ste.Claire 2004). It is speculated that the earthen dam constructed at the Hewett sawmill complex was utilized as a portion of the King's Road to cross Hulett Swamp. Martin Hernandez's 1817 survey plat map shows the road crossing at the old Hewlett site with another road meeting the King's Road at this junction and only one road, the King's Road, leading southeast from this point.

The Big Mulberry Branch Site - 8FL00028

Drs. James Miller and John Griffin recorded the Big Mulberry Branch site to the Florida Master Site File in 1980 as part of a comprehensive archaeological survey of Palm Coast lands. The site, situated on a high bluff along the Big Mulberry Branch creek basin, a tributary of Long Creek, has produced early prehistoric materials of the Late Archaic period (ca. 4,000 years ago). It is one of the earliest known sites in Palm Coast. The project area is traversed by wetland strands thus creating very high probability areas regarding likely archaeological site occurrence.

Chronology of Gore Mound (8FL00029) Archaeological Investigations

A review of Cyrus Thomas' Catalogue of Prehistoric Works East of the Rocky Mountains revealed several mounds Flagler County, but not the Gore Lake Mound (8FL29) specifically. It was not until James Miller's and John Griffin's area investigations in the late 1970s that this mound was documented. The original 8FL29 site is as follows: "Gore Lake Mound was pointed out by the ICDC forester (Bill Ferguson) who learned its location from a local resident. The sand burial mound measures some 70 feet in diameter and stands between three and four feet high. A rather large hole in the center has caused some disturbance, and incidentally, allowed the mound to be visible on aerial photography" (Miller, 1978). Miller and Griffin reported found St. Johns plain pottery.

In October of 1986, amateur archaeologist Jim Davis updated the site form as part of an informal survey conducted in affiliation with Bruce Piatek and Associates. He described it as "dozed and leveled for planned development," and the site file contains a note stating, "James Snyder told me of this site. He said that he was a heavy equipment operator who at the time the site was cleared worked for Palm Coast. Before he dozed the mound, he said it was several feet in height (2-3) and that there were several holes in the mound. As he bulldozed the mound, he said that he would stop to pick up pottery and bones. Mr. Snyder also told me that he found pottery on a small sand ridge south of the mound which he thought was a village area" (1986 site file form for 8FL29). According to Davis, the mound had suffered from substantial impact from bulldozer activity. He reported finding six sherds of St. Johns Plain pottery, one piece of sand-tempered plain pottery, and two unidentifiable bones. In a subsequent letter dated 2 January 1987, Jim Miller disputes Davis' assessment of 8FL29, stating, "I called the people at Palm Coast about the destruction on this mound. They say it is still intact, as recorded by me in July 82. Don't use the update form" (see 8FL29 site file form).

In 2004, Heritage Cultural Services, LLC, (HCS) investigated and documented the Gore Lake Mound during a 1,524-acre Phase I CRAS survey of the Flagler Central Commerce Park (MS #10570). Although the site was disturbed during prior land development, HCS identified the base of the mound. HCS did not find any artifacts in areas surrounding the periphery of the mound's base during subsurface testing, but St. Johns Check-Stamped and St. Johns Plain pottery were recovered from test units excavated near the center of the mound. No human remains were encountered at this time. HCS stated in their report that "most of the interior 'top' of the mound has been excavated away by bulldozer and pot-hunting activities, but the base of the mound is clearly discernable." HSI evaluated the site as potentially eligible for inclusion in the *National Register of Historic Places* due to the potential for subsurface cultural materials and human remains; the State Historic Preservation Office (SHPO) concurred with this evaluation (Ste.Claire 2004).

Research Design & Field Methodology Gore Mound (8FL00029)

Heritage Cultural Services, LLC, in 2004 investigated and documented the Gore Lake Mound (8FL00029) during a Phase I CRAS survey of the Flagler Central Commerce Park (MS #10570). The survey spanned 1,524 acres and included the subject property. The Gore Lake Mound is a St. Johns I - II-period sand burial mound initially recorded to the Florida Master Site File (FMSF) by James Miller and John Griffin in 1980. Although the site was disturbed during land development in the years that followed, HCS identified the base of the mound. HCS did not find any artifacts in areas surrounding the periphery of the mound's base during subsurface testing, but St. Johns Check-Stamped and St. Johns Plain pottery were recovered from test units excavated near the center of the mound. HSI evaluated the site as potentially eligible for inclusion in the *National Register of Historic Places* due to the potential for subsurface cultural materials and human remains; the State Historic Preservation Office (SHPO) concurred with this evaluation.

The Florida Division of Historical Resource documented that the Gore Lake Mound (8FL00029), a prehistoric site identified as a burial mound, was located on the GreenPointe development property. The mound (above ground portion of the site) has been compromised (nearly leveled), but there are subsurface archaeological deposits containing human skeletal remains, and due to this situation, the site was deemed potentially eligible for listing in the *National Register of Historic Places*, the criteria by which site significance is measured. Site 8FL00029 is protected by law under Florida Statute Chapter 872, as well as federal regulations.

GreenPointe Developers, LLC, elected to mitigate the adverse impact to the burial mound by having it fully excavated by HCS archaeologists (data recovery). The State Archaeologist and SHPO (State Historic Preservation Office) with the Florida Division of Historical Resources were in communication, as they oversee all unmarked burial issues on public lands or properties undergoing state and federal agency permitting. Also, because the cultural resource impacted is a prehistoric indigenous burial mound, the Seminole Tribe of Florida (STOF) and the Tribal Historic Preservation Officer (THPO), the Native American equivalent of the SHPO, may be part of the review process.

The Phase II & III archaeological investigations were conducted in concurrence with the current standards and requirements of the City of Palm Coast, the Florida Division of Historical Resources (DHR)/State Historic Preservation Office (SHPO), the Seminole Tribe of Florida (STOF), the Tribal Historic Preservation Office (THPO), all permitting agencies pursuant to State cultural resource provisions contained in Section 380.06, Chapters 267 and 373, Florida Statutes, Florida's Coastal Management Program. The authority for this procedure is Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665 amended), and 36 CFR Part 800: Protection of Historic Properties. The State Historic Preservation Office (SHPO) advises Federal and State agencies as they identify historic properties (listed or eligible for listing in the *National Register of Historic Places*), assess effects upon them, and consider alternatives to minimize adverse effects.

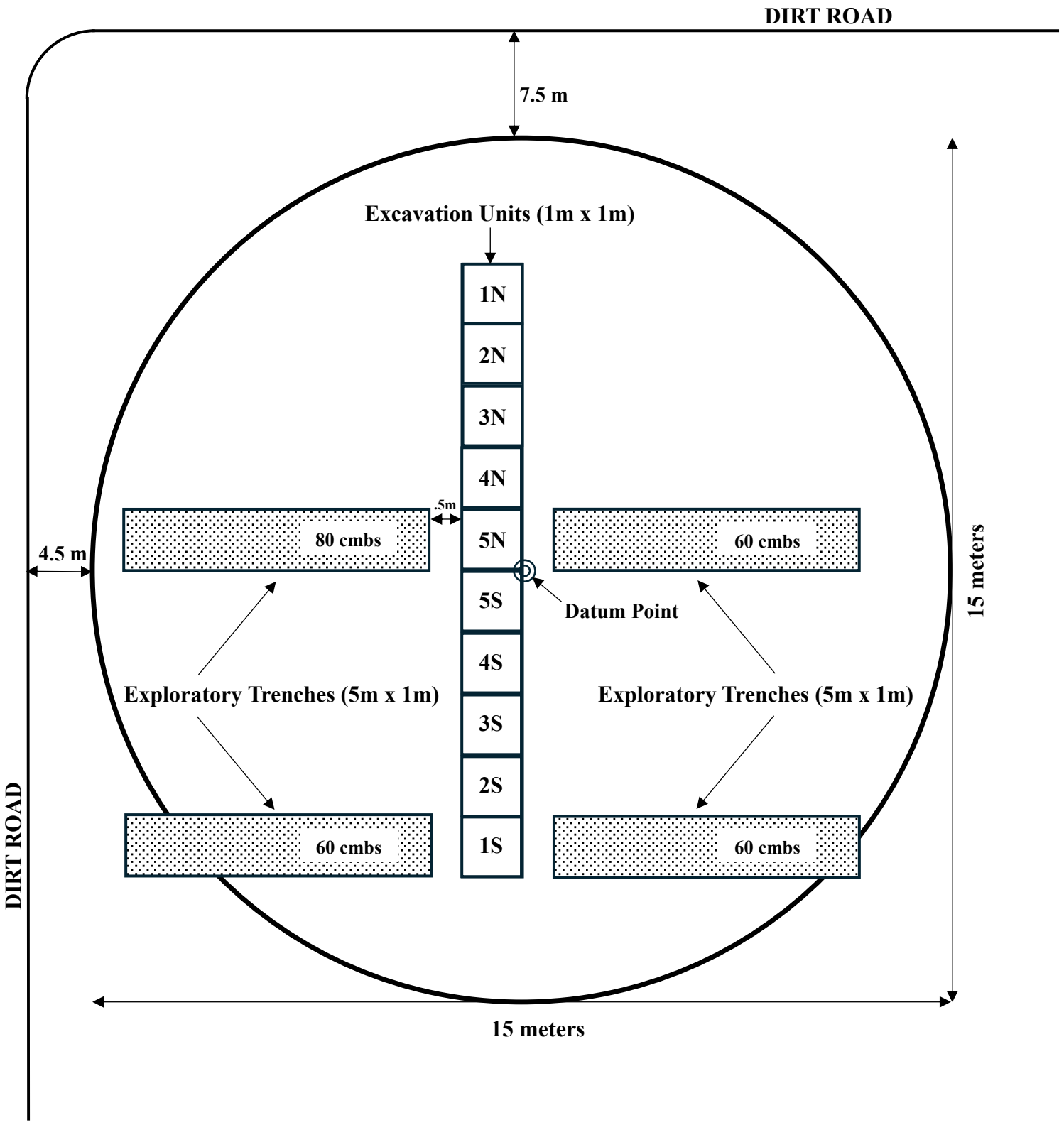
During archaeological investigations (Phase II & III mitigation excavations), if site 8FL0029 or related cultural features were confirmed to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. Because it has been determined that 8FL00029 is a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner.

The principal objective of the Phase II & III mitigative archaeological excavations was to determine if the remains of the mound (floor) contained burials or human skeletal remains and, if interments or remains were not present, to retrieve a significant and/or appropriate sample of the cultural materials of 8FL00029 so that the site could be developed over. It was proposed that any low frequencies of human burials and human skeletal material would be documented (recorded via GPS, described, mapped, and photographed), carefully extracted (exhumed) and placed in conservation containers, then transferred to an appropriate repository until the remains could be reinterred at a location that meets the approval if the SHPO, Tribal Historic Preservation Office (THPO) and the Seminole Tribe of Florida (STOF), as well as any other jurisdictional or participating Native American Tribal Councils & Governments. Each step of the process would be coordinated with the SHPO and THPO with data reported to these agencies.

The Phase II & III mitigative strategy was comprised of multiple formal excavation units and exploratory trenches placed across the footprint of the burial mound to 1) sample the site to determine the extent of any prehistoric interments or presence of human skeletal remains; 2) evaluate site integrity (level of preservation or disturbance); and 3) retrieve a representative sample of cultural materials from the burial mound prior to its destruction.

Excavations began as a series of contiguous 1 x 1- meter square units placed north-south across the center of the mound floor (footprint of the mound) (see Excavation Plan). Each unit was excavated individually as a self-contained square unit to either hardpan or water table (approximately 60 centimeters below surface) until all the units merged as a 1 x 10-meter trench. When the hand-excavated 1 x 1-meter units produced a very small frequency (N = 5) of artifacts (St. Johns Plain pottery sherds recovered from ¼" wire mesh screens) and revealed no human interments or skeletal remains, a backhoe specialist (an employee of Heritage Cultural Services) was brough in to excavated four exploratory trenches in levels radiating east and west from the central units. A team of archaeologists monitored the excavation of the exploratory trenches and screened bucket samples intermittently. No burial remains, human skeletal material or cultural materials were observed or recovered from the four exploratory trenches.

Gore Lake Mound Excavation Plan



Survey Results and Management Recommendations

Phase II archaeological investigations and Phase III mitigative excavations at the Gore Lake Mound (8FL00029) in the City of Palm Coast were confined to the floor and subfloor contexts of the site in that the mound proper had been bulldozed, carried away and leveled in the 1970s and 1980s (see Previous Archaeological Investigations section). Ten controlled unit excavations (1 x 1-meter units forming a 1 x 10-meter trench) across the center of the mound floor and four radiating exploratory trenches excavated in levels by an archaeological backhoe operator (see Excavation Plan), produced no interments, burial remains, or human skeletal materials. Only five artifacts (St. Johns Plain pottery sherds) were recovered from the upper levels of the 1 x 1-meter units.

Consequently, it is the observations and opinion and of Heritage Cultural Services, LLC, that no cultural stratigraphy or cultural context exists below the mound floor and that the Gore Lake Mound (8FL00029) should be considered completely destroyed and ineligible for listing on the *National Register of Historic Places*. No further archaeological work is recommended.

Photographic Plates



Figure 1 - Gore Mound (8FL00029), cross-sectional, hand-excavated exploratory trench (linear series of 10 1x1 meter units)



Figure 2 - Gore Mound, excavation of contiguous 1 x 1 meter units in a 10-meter exploratory trench



Figure 3 - Gore Mound (8FL00029) excavations



Figure 4 - Gore Mound excavations



Figure 5 - Gore Mound excavations



Figure 6 - Gore Mound, screening excavated soils for cultural materials



Figure 7 - Gore Mound, early excavation of contiguous 1 x 1 meter units.



Figure 8 - Gore Mound, early excavation of contiguous units of exploratory trench



Figure 9 - Gore Mound, excavation of Units 1 & 2 North



Figure 10 - Gore Mound, Units 1 - 3 of linear exploratory trench



Figure 11 - Gore Mound, profile of Unit 1 at 80 cms b.s. showing homogeneous, culturally sterile white sand of strata below floor of mound



Figure 12 - Gore Mound, rim sherd of St. Johns Plain pottery vessel recovered at 25 cms b.s. in exploratory trench



Figure 13 - Gore Mound, trowel excavation of units

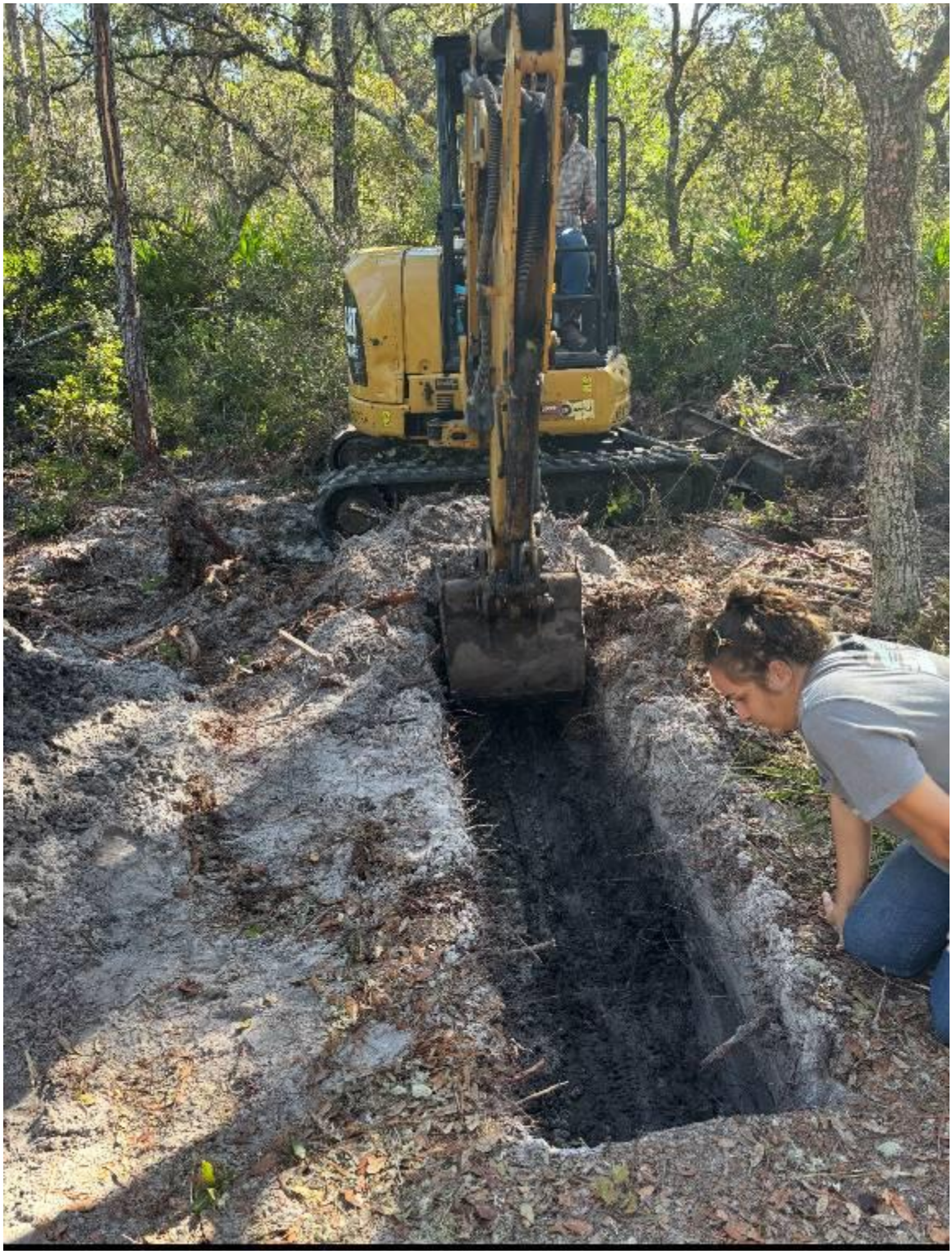


Figure 14 - Gore Mound (8FL00029) exploratory trench excavated by backhoe in levels



Figure 15 - Gore Mound, monitoring backhoe-excavated exploratory trench backfill for cultural materials.



Figure 16 - Gore Mound, backfill from backhoe-excavated trench screened



Figure 17 - Gore Mound, small backhoe-excavated exploratory trench in southeast quadrant of mound



Figure 18 - Gore Mound, profile of southeastern trench showing typical homogeneous & culturally sterile white sand strata below floor of mound.



Figure 19 - Gore Mound, ground water appearing at 80 cms b.s. in west backhoe trench



Figure 20 - Gore Mound, section of western backhoe trench showing shallow water table



Figure 21 - Gore Mound, cleaning & examining profile in backhoe exploratory trench.



Figure 22 - Gore Mound, general mound area showing multiple excavations



Figure 23 - Gore Mound, Heritage Cultural Services archaeological team

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2013 Cultural Resource Assessment Survey of the Bulow Creek LC DRI, Flagler County, Florida. HSI Report Series 2013-22. Heritage Services, Inc., Ponte Vedra. Prepared for LMN, LLC, Palm Coast, Florida.

2019 Phase I Cultural Resource Assessment Survey of the Whiteview Master Planned Development, Flagler County, Florida; Heritage Services, Inc. Report Series 2019-30, prepared for Mirbod & Associates

Ste. Claire, Dana, Michael Russo and Vicki Rolland

2001 Phase II and III Archaeological Investigations at the Grand Haven Hammock Site (8FL00181), Flagler County, Florida. Heritage Cultural Services LLC Report of Investigations; MS on File, Florida Division of Historical Resources.

United States Bureau of Land Management

2025 General Land Office Records Historic Land Surveys. https://glorecords.blm.gov/

United States Bureau of Soils (USBS).

1917 Soils Map of St. Johns County, Florida. Washington, D.C.: Soils Bureau.

United States Geological Survey

2025 Current and Historic Topographic Maps. https://www.usgs.gov/core-science-systems/ngp/tnm-delivery/topographic-maps

University of Florida

2025 Smathers Library Historic Aerials. https://ufdc.ufl.edu/aerials

United States Federal Census

1840 *Sixth Census of U.S.,* includes Flagler County, microfilm roll No. 133.

1870 *U.S. Federal Census for Florida*, microfilm roll No. 133. SAHS

1880 *Tenth Census of the United States*, microfilm roll No. 132. SAHS

1910 *Federal Census of the United States, Flagler County, Precinct No. 7*.

Waters, Gifford J., Martin F. Dickinson, Lucy B. Wayne

2005 Cultural Resources Survey and Assessment, SR 100 Property, Flagler County, Florida. SouthArc, Inc., Gainesville, Florida.

Wayne, Lucy B.
2004 Cultural Resources Survey and Assessment Hidden Lakes Medical/Professional Center Flagler County, Florida; SouthArc, Inc., Gainesville, Florida.

2005 Cultural Resources Survey and Assessment Gardner Borrow Tracts, Flagler County, Florida. SouthArc, Inc., Gainesville. Submitted to James E. Gardner, Palm Coast, Florida.

2005 12-Acre Extension of Gardner Parcel A, Flagler County, Florida. SouthArc, Inc. Gainesville. Submitted to James E Gardner, Palm Coast, Florida.

2005 Cultural Resources Survey and Assessment, Alf Palm Coast, Flagler County, Florida; SouthArc, Inc., Gainesville, Florida. Prepared for Four Star Construction, Clearwater, Florida.

Weaver, Paul
2009 The King's and Pablo Roads, Florida's First Highways: A Narrative History of Their Construction and Routes in St. Johns County; Manuscript on file St. Johns County, Growth Management Services.

Webb, David S. (editor)
2012 First Floridians and Last Mastodons: The Page-Ladson Site on the Aucilla River; Geobiology Volume 26, Springer.

Webb, De Witt
1894 The Shell Heaps of the East Coast of Florida. United State National Museum Proceedings 16: 695 – 698.

Willis, Raymond F.
1988 Archaeological and Historical Survey of the 800 +/- Acre ITT Palm Coast Retirement Community Tract in Flagler County, Florida.

Worth, John E.
1998 *The Timucuan Chiefdoms of Spanish Florida, Volume 1: Assimilation*. Ripley P. Bullen Series, University Press of Florida, Gainesville, Florida.

1998 *The Timucuan Chiefdoms of Spanish Florida, Volume 2: Resistance and Destruction*. Ripley P. Bullen Series, University Press of Florida, Gainesville, Florida.

Attachment A:

Survey Log Sheet

Ent D (FMSF only) _____

Survey Log Sheet

Florida Master Site File
Version 5.0 3/19

Survey # (FMSF only) _____

Consult *Guide to the Survey Log Sheet* for detailed instructions.

Manuscript Information

Survey Project (name and project phase)

Phase II & III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida; City of Palm Coast LDC CRAS Requirement

Report Title (exactly as on title page)

Phase II & Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida.

Report Authors (as on title page) 1. Ste.Claire, Dana 3. _____ 2. _____ 4. _____

Publication Year 2025 **Number of Pages in Report** (do not include site forms) 71

Publication Information (Give series, number in series, publisher and city. For article or chapter, cite page numbers. Use the style of *American Antiquity*.)

HSI Report Series 2025-181

Supervisors of Fieldwork (even if same as author) Names Dana Ste.Claire, M.A., RPA

Affiliation of Fieldworkers: Organization Heritage Services, Inc. City Ponte Vedra

Key Words/Phrases (Don't use county name, or common words like *archaeology*, *structure*, *survey, architecture, etc.*)

1. Gore Lake Mound 3. Belle Terre Parkway 5. Silviculture 7. Mound Destroyed
2. Gore Burials Mound 4. Palm Coast 6. Planted Pine 8. No Burials

Survey Sponsors (corporation, government unit, organization, or person funding fieldwork)

Name GreenPoint Developers, LLC Organization Other

Address/Phone/E-mail Jacksonville, Florida

Recorder of Log Sheet Dana Ste.Claire, M.A., RPA **Date Log Sheet Completed** 12-7-2025

Is this survey or project a continuation of a previous project? ☒No ☐Yes: **Previous survey #s (FMSF only)** _____

Project Area Mapping

Counties (select every county in which field survey was done; attach additional sheet if necessary)

1. Flagler 3. _____ 5. _____
2. _____ 4. _____ 6. _____

USGS 1:24,000 Map Names/Year of Latest Revision (attach additional sheet if necessary)

1. Name FLAGLER BEACH WEST Year 1993
2. Name _____ Year _____
3. Name _____ Year _____
4. Name _____ Year _____
5. Name _____ Year _____
6. Name _____ Year _____

Field Dates and Project Area Description

Fieldwork Dates: Start 10-4-2025 End 12-23-2025 **Total Area Surveyed** (fill in one) _____ hectares 0.25 acres

Number of Distinct Tracts or Areas Surveyed 1

If Corridor (fill in one for each) **Width:** _____ meters _____ feet **Length:** _____ kilometers _____ miles

Florida Master Site File / Div. of Historical Resources / R.A. Gray Bldg / 500 S Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com

Survey Log Sheet

Survey #_____

Research and Field Methods

Types of Survey (select all that apply): ☒archaeological ☐architectural ☐historical/archival ☐underwater ☐damage assessment ☐monitoring report ☐other(describe): _____

Scope/Intensity/Procedures

Phase II Archaeological Investigations & Phase III Mitigative Excavations

Preliminary Methods (select as many as apply to the project as a whole)

☐Florida Archives (Gray Building)	☒library research- *local public*	☒local property or tax records	☒other historic maps	☐LIDAR
☐Florida Photo Archives (Gray Building)	☐library-special collection	☒newspaper files	☒soils maps or data	☐other remote sensing
☒Site File property search	☐Public Lands Survey (maps at DEP)	☒literature search	☐windshield survey	
☒Site File survey search	☐local informant(s)	☐Sanborn Insurance maps	☒aerial photography	

☐other (describe): _____

Archaeological Methods (select as many as apply to the project as a whole)

☐Check here if **NO** archaeological methods were used.

☒surface collection, controlled	☒shovel test-other screen size	☐block excavation (at least 2x2 m)	☒metal detector
☐surface collection, **un**controlled	☐water screen	☐soil resistivity	☐other remote sensing
☒shovel test-1/4"screen	☐posthole tests	☐magnetometer	☒pedestrian survey
☐shovel test-1/8" screen	☐auger tests	☐side scan sonar	☐unknown
☐shovel test 1/16"screen	☐coring	☐ground penetrating radar (GPR)	
☒shovel test-unscreened	☐test excavation (at least 1x2 m)	☐LIDAR	

☐other (describe): Probing

Historical/Architectural Methods (select as many as apply to the project as a whole)

☐Check here if **NO** historical/architectural methods were used.

☐building permits	☐demolition permits	☐neighbor interview	☐subdivision maps
☐commercial permits	☐windshield survey	☐occupant interview	☐tax records
☒interior documentation	☒local property records	☐occupation permits	☐unknown

☐other (describe): _____

Survey Results

Resource Significance Evaluated? ☒Yes ☐No

Count of Previously Recorded Resources 1 **Count of Newly Recorded Resources** 0

List Previously Recorded Site ID#s with Site File Forms Completed (attach additional pages if necessary)

8FL00029

List Newly Recorded Site ID#s (attach additional pages if necessary)

None

Site Forms Used: ☐Site File Paper Forms ☒Site File PDF Forms

REQUIRED: Attach Map of Survey or Project Area Boundary

SHPO USE ONLY **SHPO USE ONLY** **SHPO USE ONLY**

Origin of Report: ☐872 ☐Public Lands ☐UW ☐1A32 # _____ ☐Academic ☐Contract ☐Avocational ☐Grant Project # _____ ☐Compliance Review: CRAT # _____

Type of Document: ☐Archaeological Survey ☐Historical/Architectural Survey ☐Marine Survey ☐Cell Tower CRAS ☐Monitoring Report ☐Overview ☐Excavation Report ☐Multi-Site Excavation Report ☐Structure Detailed Report ☐Library, Hist. or Archival Doc ☐Desktop Analysis ☐MPS ☐MRA ☐TG ☐Other: _____

Document Destination: Plottable Projects **Plotability:** _____

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Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com

Attachment B:

Florida Master Site File Form

☐Original
☒Update

ARCHAEOLOGICAL SITE FORM
FLORIDA MASTER SITE FILE
Version 5.0 3/19

Consult *Guide to Archaeological Site Form* for detailed instructions

Site #8 FL00029
Field Date 11-21-2025
Form Date 12-17-2025
Recorder # HCS-CC

Site Name(s) Gore Lake Mound — **M**ultiple Listing (DHR only) _____
Project Name Phase II & III Excavations of the Gore Mound — **S**urvey # (DHR only) _____
Ownership: ☐private-profit ☐private-nonprofit ☐private-individual ☐private-nonspecific ☐city ☐county ☐state ☐federal ☐Native American ☐foreign ☐unknown

LOCATION & MAPPING

USGS 7.5 Map Name FLAGLER BEACH WEST — **U**SGS Date 1993 — **P**lat or Other Map _____
City/Town (within 3 miles) Palm Coast — **I**n City Limits? ☒yes ☐no ☐unknown — **C**ounty Flagler
Township 12S — **R**ange 30E — **S**ection 24 — ¼ section: ☐NW ☒SW ☐SE ☐NE — Irregular-name: _____
Township 12S — **R**ange 30E — **S**ection 24 — ¼ section: ☐NW ☐SW ☐SE ☐NE
Landgrant _____ — **T**ax Parcel # _____
UTM Coordinates: **Z**one ☐16 ☐17 — **E**asting ☐☐☐☐☐☐ — **N**orthing ☐☐☐☐☐☐☐
Other Coordinates: X: _____ Y: _____ — **C**oordinate System & Datum _____
Address / Vicinity / Route to:

Off Belle Terre Parkway

Name of Public Tract (e.g., park) _____

TYPE OF SITE (select all that apply)

SETTING

☒Land (*terrestrial*)
☐Lake/Pond (*lacustrine*)
☐River/Stream/Creek (*riverine*)
☐Tidal (*estuarine*)
☐Saltwater (*marine*)
☐Wetland (*palustrine*)
  ☐usually flooded
  ☐usually dry
☐Cave/Sink (*subterranean*)
  ☐terrestrial
  ☐aquatic

STRUCTURES OR FEATURES

☐log boat
☐agric/farm building
☒burial mound
☐building remains
☐cemetery/grave
☐dump/refuse
☐earthworks (historic)
☐fort
☐midden
☐mill
☐mission
☐mound, nonspecific
☐plantation
☐platform mound
☐road segment
☐shell midden
☐shell mound
☐shipwreck
☐subsurface features
☐surface scatter
☐well

FUNCTION

☐campsite
☐extractive site
☐habitation (prehistoric)
☐homestead (historic)
☐farmstead
☐village (prehistoric)
☐town (historic)
☐quarry (prehistoric)

Other Features or Functions (Choose from the list or type a response.)
1. Burial mound (prehistoric) 2. Destroyed (totally)

CULTURE PERIODS (select all that apply)

ABORIGINAL

☐Alachua
☐Archaic (nonspecific)
☐Archaic, Early
☐Archaic, Middle
☐Archaic, Late
☐Belle Glade
☐Cades Pond
☐Caloosahatchee
☐Deptford
☐Englewood
☐Fort Walton
☐Glades (nonspecific)
☐Glades I
☐Glades II
☐Glades III
☐Hickory Pond
☐Leon-Jefferson
☐Malabar I
☐Malabar II
☐Manasota
☐Mississippian
☐Mount Taylor
☐Norwood
☐Orange
☐Paleoindian
☐Pensacola
☐Perico Island
☐Safety Harbor
☐St. Augustine
☐St. Johns (nonspecific)
☒St. Johns I
☒St. Johns II
☐Santa Rosa
☐Santa Rosa-Swift Creek
☐Seminole (nonspecific)
☐Seminole: Colonization
☐Seminole: 1st War To 2nd
☐Seminole: 2nd War To 3rd
☐Seminole: 3rd War & After
☐Swift Creek (nonspecific)
☐Swift Creek, Early
☐Swift Creek, Late
☐Transitional
☐Weeden Island (nonspecific)
☐Weeden Island I
☐Weeden Island II
☐Prehistoric (nonspecific)
☐Prehistoric non-ceramic
☐Prehistoric ceramic

NON-ABORIGINAL

☐First Spanish 1513-99
☐First Spanish 1600-99
☐First Spanish 1700-1763
☐First Spanish (nonspecific)
☐British 1763-1783
☐Second Spanish 1783-1821
☐American Territorial 1821-45
☐American Civil War 1861-65
☐American 19th Century
☐American 20th Century
☐American (nonspecific)
☐African-American

Other Cultures (Choose from the list or type a response. For historic sites, give specific dates.)
1. _____ 3. _____
2. _____ 4. _____

OPINION OF RESOURCE SIGNIFICANCE

Potentially eligible individually for National Register of Historic Places? ☐yes ☒no ☐insufficient information
Potentially eligible as contributor to a National Register district? ☐yes ☒no ☐insufficient information
Explanation of Evaluation (required if evaluated; use separate sheet if needed)

Excavations of the remnants (floor) of the Gore Mound (8FL00029) revealed that the mound is completely destroyed (bulldozed and carried off site). No burials or human skeletal remains are presents.

Recommendations for Owner or SHPO Action

DHR USE ONLY	OFFICIAL EVALUATION	DHR USE ONLY
NR List Date _____ ☐Owner Objection	SHPO – Appears to meet criteria for NR listing: ☐yes ☐no ☐insufficient info Date _____ Init._____ KEEPER – Determined eligible: ☐yes ☐no Date _____ NR Criteria for Evaluation: ☐a ☐b ☐c ☐d (see *National Register Bulletin 15*, p. 2)	

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ARCHAEOLOGICAL SITE FORM

Site #8 FL00029

FIELD METHODS (select all that apply)

SITE DETECTION			SITE BOUNDARY		
☐no field check	☒exposed ground	☐screened shovel	☐bounds unknown	☐remote sensing	☐unscreened shovel
☐literature search	☐posthole tests	☒screened shovel-1/4"	☐none by recorder	☒exposed ground	☐screened shovel
☐informant report	☐auger tests	☐screened shovel-1/8"	☒literature search	☐posthole tests	☒block excavations
☒remote sensing	☐unscreened shovel	☐screened shovel-1/16"	☐informant report	☐auger tests	☐estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan)

Phase II & III archaeological investigations (mitigative excavations

SITE DESCRIPTION

Extent/Size (m^2) 200 Depth/stratigraphy of cultural deposit (describe below)

Only floor of mound remains (footprint)

Temporal Interpretation - Components (check one): ☒single component ☐multiple component ☐uncertain

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations:

St. Johns I & II

Integrity - Overall disturbance: ☐none seen ☐minor ☐substantial ☐major ☐redeposited ☒destroyed-**document!** ☐unknown

Disturbances / threats / protective measures

Gore Mound is completely destroyed. No burials or skeletal remains found in and below floor.

Surface collection: area collected _____ m^2 # collection units_____ | Excavation: # noncontiguous blocks _____

ARTIFACTS

Total Artifacts # 5 Ocount Oestimate | Surface #_____ | Subsurface # 5

COLLECTION SELECTIVITY

☐unknown ☒unselective (all artifacts)
☐selective (some artifacts)
☐mixed selectivity

SPATIAL CONTROL

☐uncollected ☒general (not by subarea)
☐unknown ☐controlled (by subarea)
☐variable spatial control
☐other (describe in comments below)

ARTIFACT CATEGORIES and DISPOSITIONS

____ - _____
____ - _____
____ - _____
____ - _____
____ - _____
____ - _____
____ - _____
____ - _____

select a disposition from the list below for each artifact category selected at left

A - category always collected
S - some items in category collected
O - observed first hand, but not collected
R - collected and subsequently left at site
I - informant reported category present
U - unknown

Artifact Comments

Five sherds of St. Johns Plain pottery

DIAGNOSTICS (type or mode, and frequency: e.g., *Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware*)

1. St. Johns Plain Ceramics N= 5
2. _____ N=_____
3. _____ N=_____
4. _____ N=_____
5. _____ N=_____
6. _____ N=_____
7. _____ N=_____
8. _____ N=_____
9. _____ N=_____

ENVIRONMENT

Nearest fresh water: Type Wetland Name_____ Distance from site (m) 50
Natural community SCRUBBY FLATWOODS Topography_____ Elevation: Min 3 m Max 5 m
Local vegetation Saw palmetto, oak
Present land use None
SCS soil series Potts Fine Sand Soil association _____

DOCUMENTATION

Accessible Documentation Not Filed with the Site File - including field notes, analysis notes, photos, plans and other important documents

1) Document type All materials at one location Maintaining organization Heritage Services, Inc.
Document description _____ File or accession #'s _____

2) Document type _____ Maintaining organization _____
Document description _____ File or accession #'s _____

RECORDER & INFORMANT INFORMATION

Informant Information: Name Dr. Jim Miller
Address / Phone / E-mail Division of Historical Resources

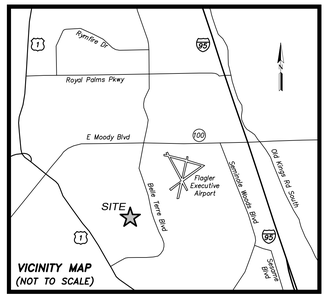
Recorder Information: Name Dana Ste.Claire Affiliation Heritage Services, Inc.
Address / Phone / E-mail Heritage Cultural Services, LLC; heritageculturalservices@gmail.com

Required Attachments

❶ **PHOTOCOPY OF 7.5' USGS QUAD MAP WITH SITE BOUNDARIES MARKED *and* SITE PLAN**
Plan at 1:3,600 or larger. Show boundaries, scale, north arrow, test/collection units, landmarks and date.

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

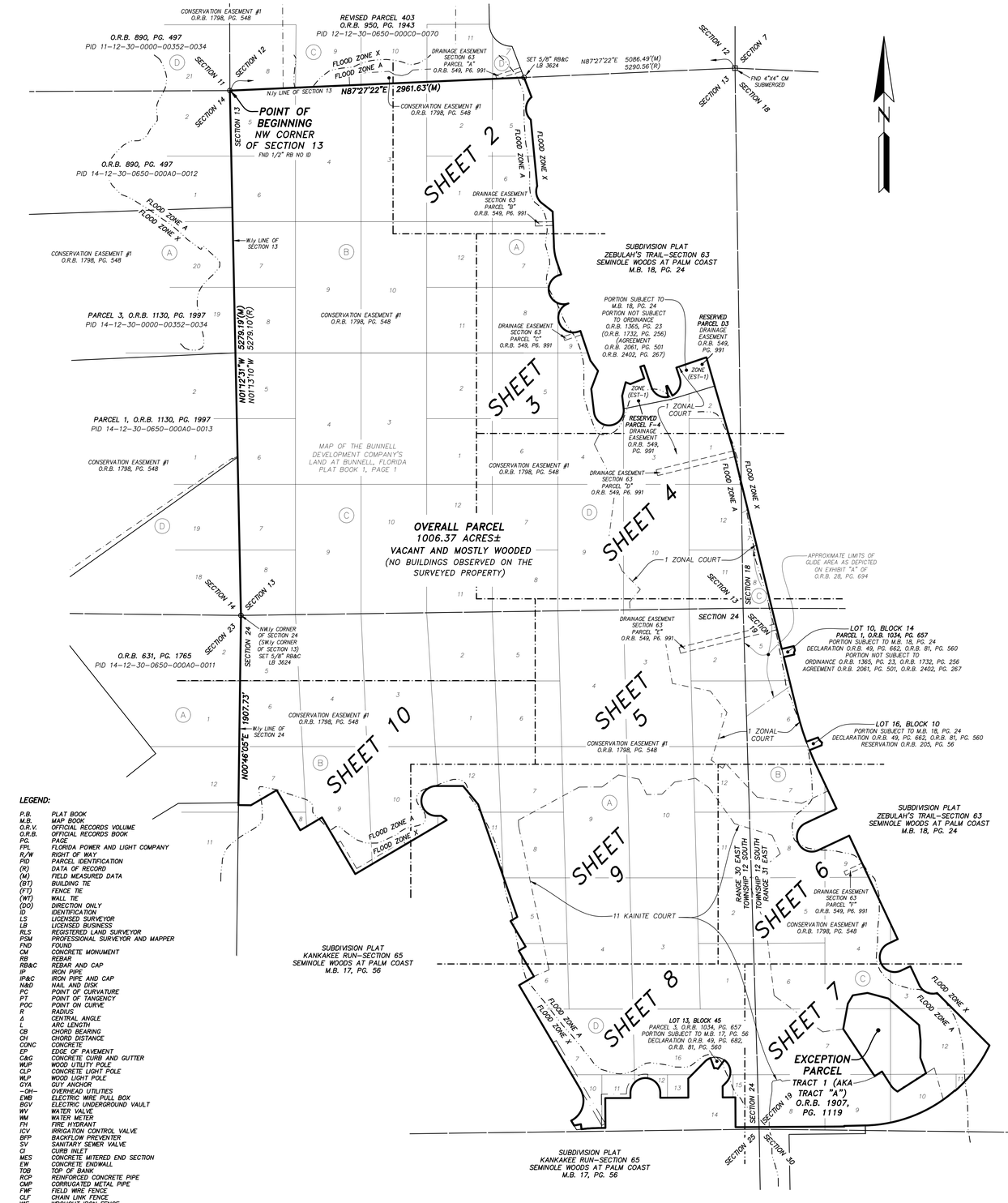


GRAPHIC SCALE

500 0 250 500 1000 2000

(IN FEET)

1 inch = 500 ft.



GENERAL NOTES:

1) THIS IS A BOUNDARY SURVEY.

2) BEARINGS BASED ON THE WESTERLY LINE OF SUBDIVISION PLAT ZEBULAH'S TRAIL-SECTION 63 SEMINOLE WOODS AT PALM COAST AS BEING SOUTH 13°42'58" EAST. RECORD BEARINGS DEPICTED HEREON ARE REFLECTIVE OF ADJUSTMENT OF DEED TO STATE PLANE COORDINATES AND ARE NOT TRANSCRIBED VERBATIM FROM DEEDS OF RECORD.

3) SECTION AND/OR LOT LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY UNLESS OTHERWISE DENOTED.

4) LOCATION OF IMPROVEMENTS LIMITED TO ABOVE GROUND VISIBLE EVIDENCE AT BOUNDARY PERIMETER ONLY. UNDERGROUND IMPROVEMENTS NOT LOCATED, EXCEPT AS EVIDENCED BY ABOVE GROUND FEATURES THEREOF AT SAID PERIMETER. INTERIOR IMPROVEMENTS NOT LOCATED OR SHOWN.

5) UPON EXAMINATION OF FLAGLER COUNTY FLOOD INSURANCE RATE MAP NUMBERS 12035C0228E AND 12035C0230E, DATED JUNE 6, 2018, THE SURVEYED PROPERTY DEPICTED HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "A" (AREAS WITH 1% ANNUAL CHANCE BASE FLOOD ELEVATION). FLOOD ZONE LINES DEPICTED HEREON ARE AS SCALED FROM SAID FLOOD INSURANCE RATE MAP AND DO NOT REFLECT FIELD MEASURE. NO ATTEMPT WAS MADE TO FIELD VERIFY.

6) ZONING FOR THE SURVEYED PROPERTY IS MASTER PLANNED DEVELOPMENT DISTRICT (MPD) (BLANKET IN NATURE EXCEPT A DEPICTED) AND RURAL AND SUBURBAN ESTATE DISTRICTS (EST-1) PER THE FLAGLER COUNTY PROPERTY APPRAISER'S DATABASE. NO OTHER INFORMATION WAS PROVIDED TO THIS OFFICE.

7) THE SURVEYED PROPERTY HAS DIRECT ACCESS TO BELLE TERRE BOULEVARD, ZACHARY PLACE, KAINITE COURT, ZAUN TRAIL, ZONAL COURT, AND ZONAL GERANIUM TRAIL, ALL IMPROVED PUBLIC RIGHTS OF WAY.

8) FOR THE SURVEYED PROPERTY THERE WAS NO OBSERVED EVIDENCE (I) OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS; NOR (II) OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. AT THIS TIME THERE ARE NO KNOWN PROPOSED CHANGES IN THE STREET OR RIGHT OF WAY LINES.

9) SURVEY PREPARED WITH BENEFIT OF AMERICAN LAND TITLE ASSOCIATION COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No.: 10423037, COMMITMENT DATE: 04/22/2022.

THE SURVEYED PROPERTY IS SUBJECT TO OR BENEFITED BY THE FOLLOWING ITEMS LISTED IN SCHEDULE B SECTION II OF SAID COMMITMENT AS BASED ON THEIR LEGAL DESCRIPTIONS:

ITEM 6) RIGHTS UNDER INSTRUMENT RECORDED IN DEED BOOK 24, PAGE 67, AND DEED BOOK 24, PAGE 70. (AS TO PORTION LYING WITHIN TOWNSHIP 12 SOUTH, RANGE 30 EAST, EASEMENT AREA NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 7) EASEMENT RIGHTS AS REFERENCED IN O.R.B. 10, PG. 432, AND O.R.B. 28, PG. 694. (APPROXIMATE LIMITS OF GLIDE AREA AS DEPICTED ON EXHIBIT "A" OF O.R.B. 28, PG. 694)

ITEM 8) AGREEMENT RECORDED IN O.R.B. 560, PG. 912, AS AFFECTED BY O.R.B. 96, PG. 204; CLARIFICATION IN O.R.B. 413, PG. 656; AMENDING AGREEMENT IN O.R.B. 439, PG. 203; AND SETTLEMENT AGREEMENT IN O.R.B. 596, PG. 1543. (NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 9) DRAINAGE EASEMENTS RECORDED IN O.R.B. 549, PG. 991, AS AFFECTED BY O.R.B. 602, PG. 53; AND ASSIGNMENTS IN O.R.B. 1329, PG. 1285, AND O.R.B. 1375, PG. 1340. (AS DEPICTED, DRAINAGE EASEMENTS WITHIN RESERVED PARCELS D3 AND F4 NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 10) ORDINANCE No. 2005-45 AS RECORDED IN O.R.B. 1365, PG. 23, AND MODIFICATION IN O.R.B. 1732, PG. 256. (BLANKET IN NATURE, EXCEPT AS DEPICTED)

ITEM 11) CITY OF PALM COAST DEVELOPMENT ORDER RECORDED IN O.R.B. 1386, PG. 885. (NOT LEGALLY DESCRIBED AND CANNOT BE PLOTTED)

ITEM 12) TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND POSSIBLE LIENS CREATED BY AND SET FORTH IN DECLARATION RECORDED IN O.R.B. 1463, PG. 1424; TOGETHER WITH O.R.B. 1463, PG. 1437, AND O.R.B. 1463, PG. 1453. (AS DEPICTED ON SHEET 7)

ITEM 13) EASEMENT RECORDED IN O.R.B. 1463, PG. 1479. (AS DEPICTED ON SHEET 7)

ITEM 14) EASEMENT RECORDED IN O.R.B. 1463, PG. 1482. (AS DEPICTED ON SHEET 7)

ITEM 15) AGREEMENT RECORDED IN O.R.B. 1465, PG. 415, AND TRANSFER IN O.R.B. 2505, PG. 557. (AS DEPICTED ON SHEET 7)

ITEM 16) TERMS, PROVISIONS AND OBLIGATIONS SET FORTH IN PROJECT AGREEMENT RECORDED IN O.R.B. 1472, PG. 465. (BLANKET IN NATURE, NOT A SURVEY MATTER)

ITEM 18) CONSERVATION EASEMENT RECORDED IN O.R.B. 1543, PG. 1377. (AS DEPICTED ON SHEET 7)

ITEM 19) EASEMENT RECORDED IN O.R.B. 1566, PG. 1854. (AS DEPICTED ON SHEET 7)

ITEM 20) EASEMENT RECORDED IN O.R.B. 1600, PG. 1266. (FP&L EASEMENTS #1 AND #2 AS DEPICTED) (FP&L EASEMENT #3 NOT DEPICTED, DOCUMENT INCOMPLETE)

ITEM 21) VISIBILITY, RIGHT OF ACCESS AND MAINTENANCE EASEMENT RECORDED IN O.R.B. 1699, PG. 1428. (AS DEPICTED ON SHEET 7)

ITEM 22) CONSERVATION EASEMENT RECORDED IN O.R.B. 1798, PG. 548. (AS DEPICTED ON SHEET 7)

ITEM 24) CONSERVATION EASEMENT RECORDED IN O.R.B. 1798, PG. 575. (AS DEPICTED ON SHEET 7)

ITEM 25) EASEMENT RECORDED IN O.R.B. 1864, PG. 224. (AS DEPICTED ON SHEET 7)

ITEM 26) EASEMENT RECORDED IN O.R.B. 1904, PG. 1358. (AS DEPICTED ON SHEET 7)

ITEM 27) AMENDED AND RESTATED AGREEMENTS RECORDED IN O.R.B. 2061, PG. 501, AND O.R.B. 2402, PG. 267. (BLANKET IN NATURE, EXCEPT AS DEPICTED)

ITEM 28) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 1. (AS DEPICTED)

ITEM 29) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF SUBDIVISION PLAT ZEBULAH'S TRAIL-SECTION 63 SEMINOLE WOODS AT PALM COAST, RECORDED IN MAP BOOK 18, PAGE 24, AND AS AFFECTED BY O.R.B. 51, PG. 406, O.R.B. 122, PG. 107, O.R.B. 122, PG. 282, O.R.B. 189, PG. 255, O.R.B. 331, PG. 531, AND O.R.B. 331, PG. 535. (AS DEPICTED)

ITEM 30) RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF SUBDIVISION PLAT KANKAKEE RUN-SECTION 65 SEMINOLE WOODS AT PALM COAST, RECORDED IN MAP BOOK 17, PAGE 56, AND AS AFFECTED BY O.R.B. 331, PG. 531. (AS DEPICTED)

ITEM 31) RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN O.R.B. 49, PG. 662, AS AMENDED IN O.R.B. 53, PG. 384, O.R.B. 56, PG. 78, O.R.B. 57, PG. 230, O.R.B. 57, PG. 368, O.R.B. 81, PG. 560, O.R.B. 95, PG. 254, O.R.B. 100, PG. 9, O.R.B. 119, PG. 641, AND O.R.B. 218, PG. 594. (AS DEPICTED)

ITEM 32) RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN O.R.B. 49, PG. 682, AS AMENDED IN O.R.B. 53, PG. 386, O.R.B. 56, PG. 82, O.R.B. 57, PG. 234, O.R.B. 57, PG. 362, O.R.B. 81, PG. 560, O.R.B. 95, PG. 254, O.R.B. 100, PG. 9, O.R.B. 119, PG. 641, AND O.R.B. 218, PG. 594. (AS DEPICTED)

ITEM 33) COVENANT RECORDED IN O.R.B. 130, PG. 19. (COVENANT AREA NOT LEGALLY DESCRIBED/DEFINED AND CANNOT BE PLOTTED)

ITEM 34) EASEMENT RESERVATION CONTAINED IN O.R.B. 205, PG. 56. (AS DEPICTED)

THE SURVEYED PROPERTY IS NOT SUBJECT TO OR BENEFITED BY THE FOLLOWING ITEMS LISTED IN SCHEDULE B SECTION II OF SAID COMMITMENT AS BASED ON THEIR LEGAL DESCRIPTIONS:

ITEM 17) ORDINANCE RECORDED IN O.R.B. 1539, PG. 895. (OFFSITE)

ITEM 18) CONSERVATION EASEMENT RECORDED IN O.R.B. 1544, PG. 1213. (OFFSITE)

ITEM 22) CONSERVATION EASEMENT RECORDED IN O.R.B. 1643, PG. 118. (REPLACED BY O.R.B. 1798, PG. 548)

ITEM 23) NOTICE OF ASSESSMENTS RECORDED IN O.R.B. 1703, PG. 384. (OFFSITE)

ITEM 31) RESTRICTIONS, COVENANTS AND CONDITIONS RECORDED IN O.R.B. 76, PG. 267. (OFFSITE)

ALL OTHER ITEMS NOT LISTED ARE NOT SURVEY MATTERS OR ARE NOT IDENTIFIED BY A RECORDING REFERENCE.

ALL THE ABOVE ITEMS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
FPL	FLORIDA POWER AND LIGHT COMPANY
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION
(R)	DATA OF RECORD
(M)	FIELD MEASURED DATA
(BT)	BUILDING TIE
(FT)	FENCE TIE
(WT)	WALL TIE
(DO)	DIRECTION ONLY
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
RLS	REGISTERED LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND
CM	CONCRETE MONUMENT
RB	REBAR
RB&C	REBAR AND CAP
IP	IRON PIPE
IP&C	IRON PIPE AND CAP
N&D	NAIL AND DISK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
EP	EDGE OF PAVEMENT
C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
-OH-	OVERHEAD UTILITIES
EWB	ELECTRIC WIRE PULL BOX
EUV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
MES	CONCRETE MITERED END SECTION
EW	CONCRETE ENDWALL
TOB	TOP OF BANK
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
FWF	FIELD WIRE FENCE
CLF	CHAIN LINK FENCE
WF	WROUGHT IRON FENCE
WPF	WOOD PRIVACY FENCE
PPF	PLASTIC PRIVACY FENCE
TWB	TELECOMMUNICATIONS WIRE PULL BOX
TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
O	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

SURVEYOR'S DESCRIPTION:

OVERALL PARCEL

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", an arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57" East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence South 18°45'56" East, 25.00 feet; Course 13, thence South 71°14'04" West, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zaun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet, through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°09'28" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 64°51'22" East, 105.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 11, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard (as presently established; having a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast) said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 44°39'35" West, 66.94 feet; Course 2, thence South 57°33'10" West, 66.94 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Northeasterly corner of RP 190, as described and recorded in Official Records Book 1004, page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51" East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'37" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1065.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34" West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 1, also known as Tract "A", as described and recorded in Official Records Book 1907, page 1119, of the Public Records of Flagler County, Florida.

Containing 1006.37 acres, more or less.

CERTIFIED TO:
Greenpoint Developers, LLC, a Delaware limited liability company;
Oare Associates, LLC, a Florida limited liability company;
Shuffield, Lowman & Wilson, P.A.;
Fidelity National Title Insurance Company.

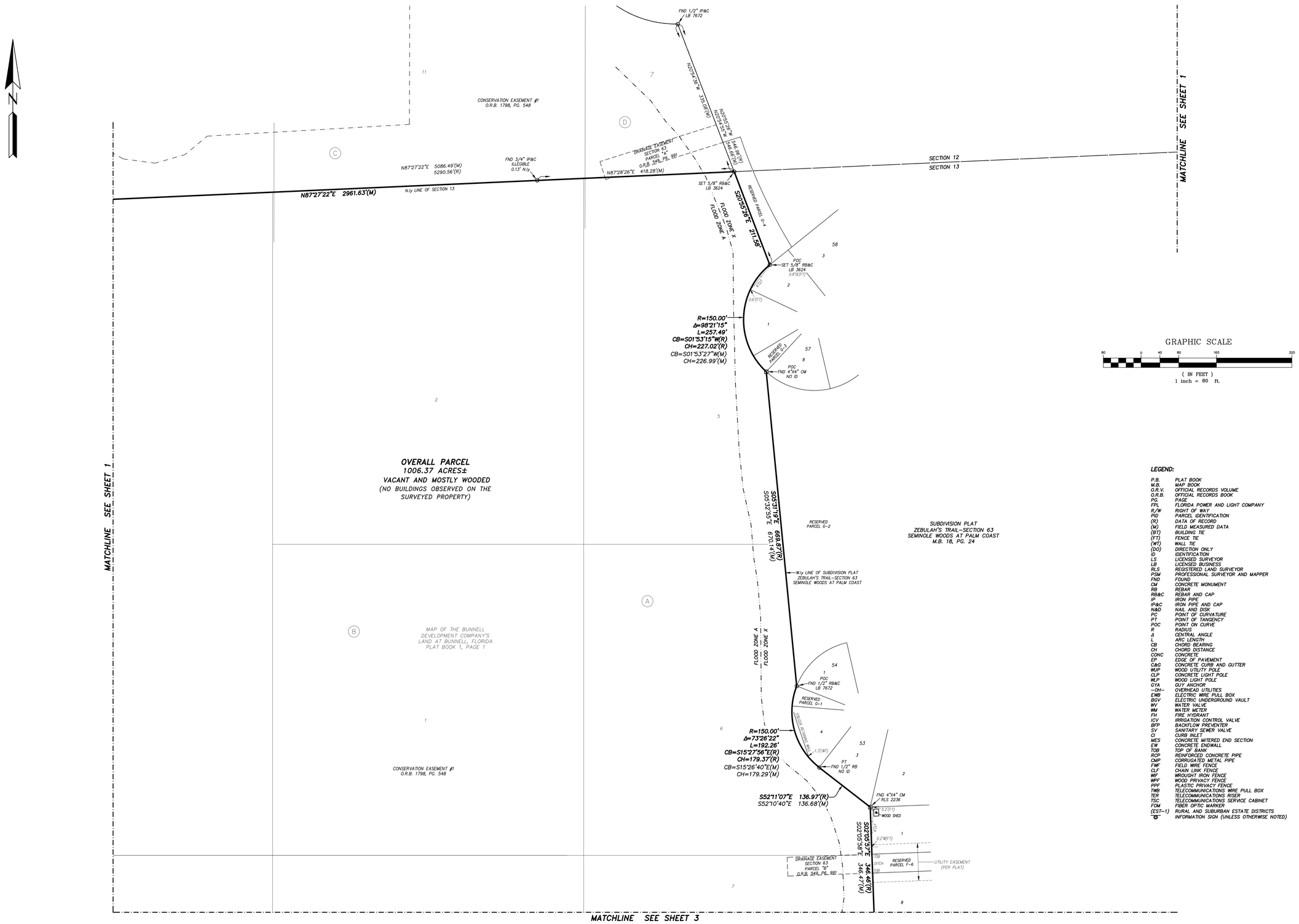
THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 8, 16 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 29, 2024.

ETM SURVEYING & MAPPING
Trusted Advisors, Creating Community.
14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
(904) 642-8550
www.etminc.com
Certificate of Authorization No: LB 3624

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

G. C. COLYER III
*PROFESSIONAL SURVEY

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST,
TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
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PT	POINT OF TANGENCY
POC	POINT ON CURVE
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Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
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C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
—OH—	OVERHEAD UTILITIES
EMB	ELECTRIC WIRE PULL BOX
BGV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
MES	CONCRETE MITERED END SECTION
EW	CONCRETE ENDWALL
TOB	TOP OF BANK
RCP	REINFORCED CONCRETE PIPE
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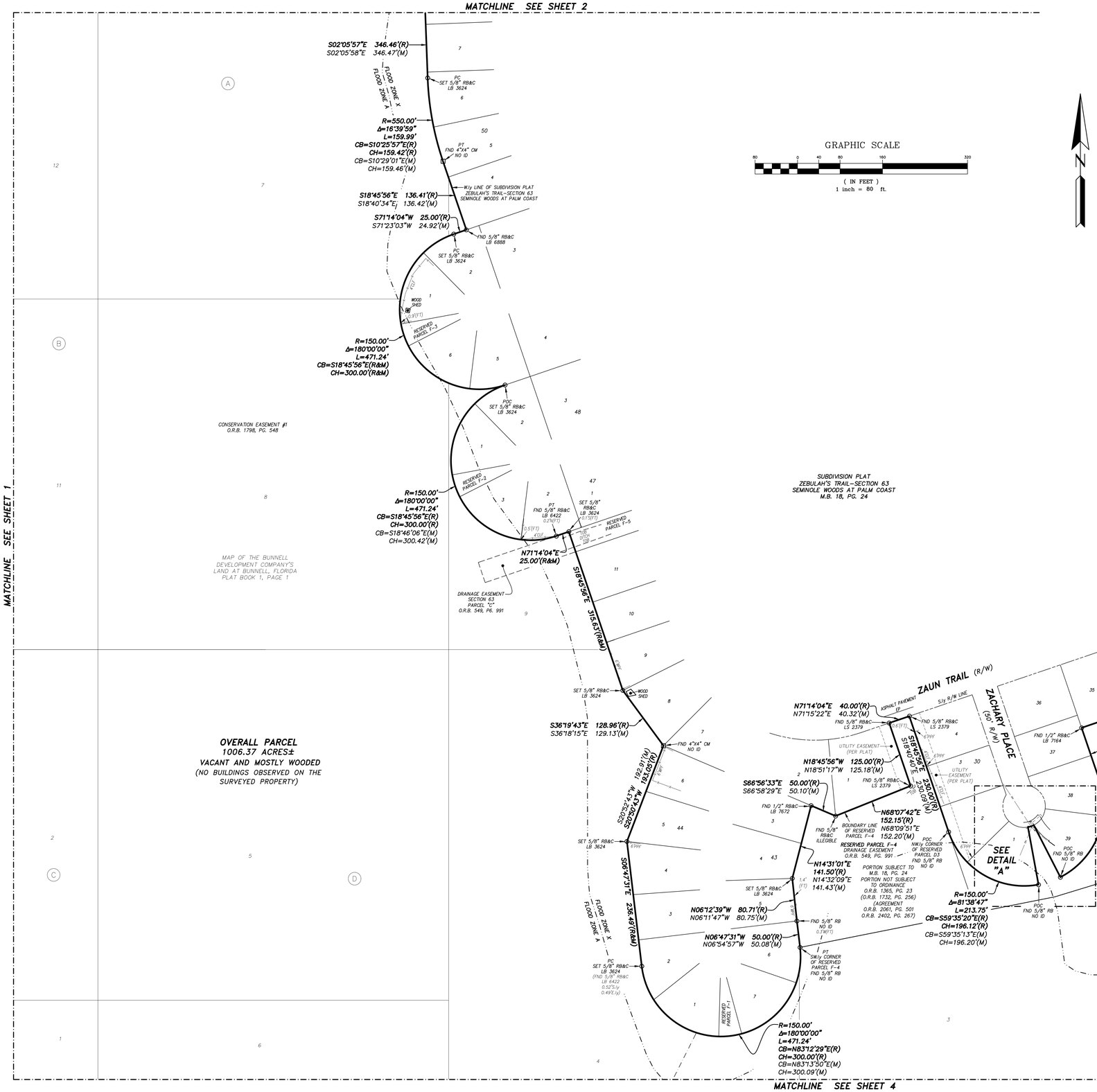
FWF	FIELD WIRE FENCE
CLF	CHAIN LINK FENCE
WF	WROUGHT IRON FENCE
WPF	WOOD PRIVACY FENCE
PPF	PLASTIC PRIVACY FENCE
TMB	TELECOMMUNICATIONS WIRE PULL BOX
TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
⊙	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SHEET 2 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

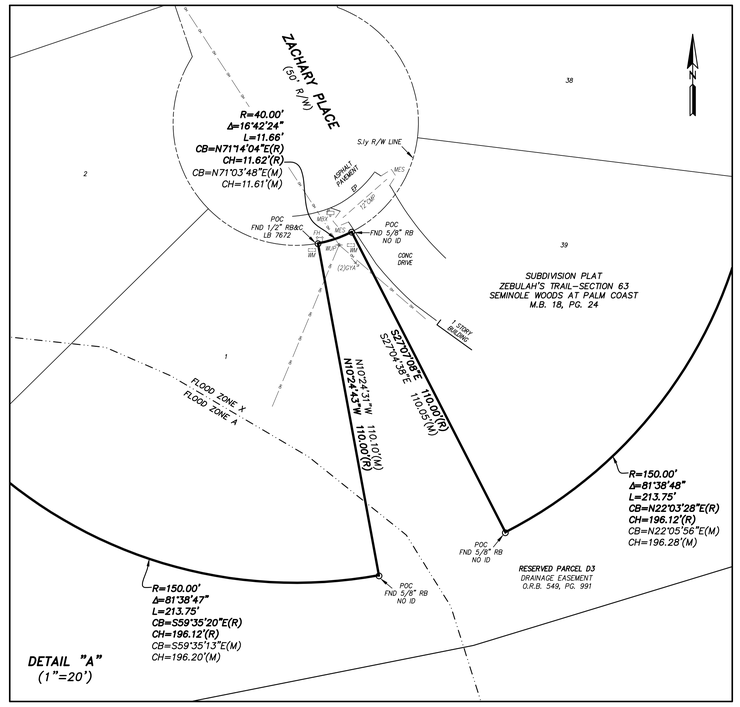
A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.



LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
FPL	FLORIDA POWER AND LIGHT COMPANY
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION
(R)	DATA OF RECORD
(M)	FIELD MEASURED DATA
(BT)	BUILDING TIE
(FT)	FENCE TIE
(WT)	WALL TIE
(DO)	DIRECTION ONLY
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
RLS	REGISTERED LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND
CM	CONCRETE MONUMENT
RB	REBAR
RB&C	REBAR AND CAP
IP	IRON PIPE
IP&C	IRON PIPE AND CAP
N&D	NAIL AND DISK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
EP	EDGE OF PAVEMENT
C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
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GYA	GUY ANCHOR
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(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SHEET 3 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

CAD FILE: I:\Survey\RMApro\Flagler County\Magnolia Trace\Bndy\Magnolia Trace Alta 2024.dwg FIELD BOOK: EFB3 "2237801" DRAWN BY: BAC CHECKED BY: GCC3
COUNTY: FLAGLER ORDER NO.: 22-378.01 FILE NO.: 129A-16.01A

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST,
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RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 1



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CONSERVATION EASEMENT #1
O.R.B. 1798, PG. 548

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

OVERALL PARCEL
1006.37 ACRES±
VACANT AND MOSTLY WOODED
(NO BUILDINGS OBSERVED ON THE
SURVEYED PROPERTY)

DRAINAGE EASEMENT
SECTION 63
PARCEL "D"
O.R.B. 549, PG. 991

SUBDIVISION PLAT
ZEBULAH'S TRAIL-SECTION 63
SEMINOLE WOODS AT PALM COAST
M.B. 18, PG. 24

S18°08'08"E
979.48'(R)
979.48'(M)

FND 5/8" RB
NO ID

RESERVED
PARCEL D 2

UTILITY EASEMENT
(PER PLAT)

0.2'(FT)

1.0'(FT)

S13°42'57"E 850.00'(M)

ON LINE(FT)

0.2'(FT)

6'PPF

W'ly LINE OF SUBDIVISION PLAT
ZEBULAH'S TRAIL-SECTION 63
SEMINOLE WOODS AT PALM COAST

S13°42'57"E
2050.80'(R)
2049.83'(M)

2.0'(FT)

0.4'(FT)

FND 1/2" RB&C
LB 6883

UTILITY EASEMENT
(PER PLAT)

RESERVED PARCEL C-1

RANGE 30 EAST
TOWNSHIP 12 SOUTH
RANGE 31 EAST

APPROXIMATE LIMITS OF SIDE AREA
AS DEPICTED IN O.R.B. 549,
PG. 994

FLOOD ZONE X
FLOOD ZONE A

MATCHLINE SEE SHEET 5

PREPARED BY:
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14775 OLD ST. AUGUSTINE ROAD
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SHEET 4 OF 10
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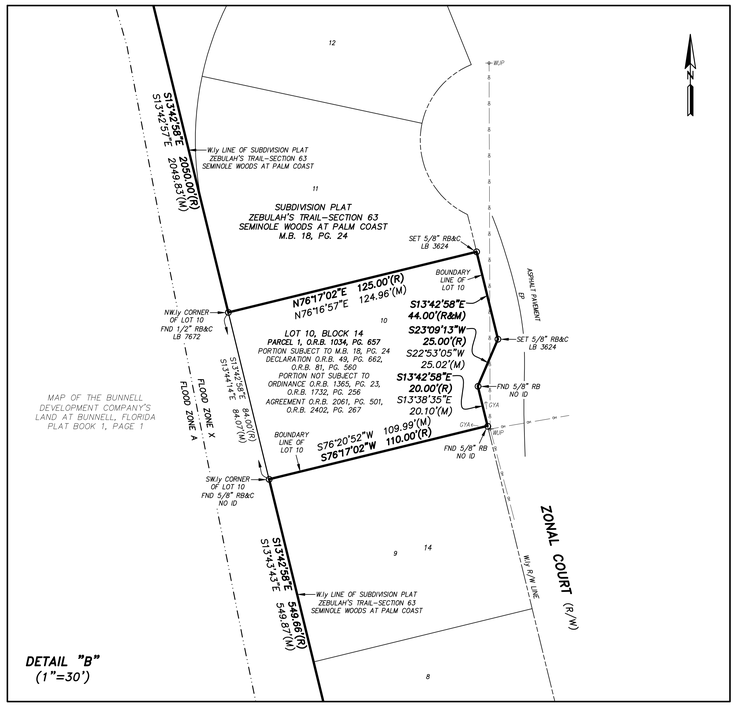

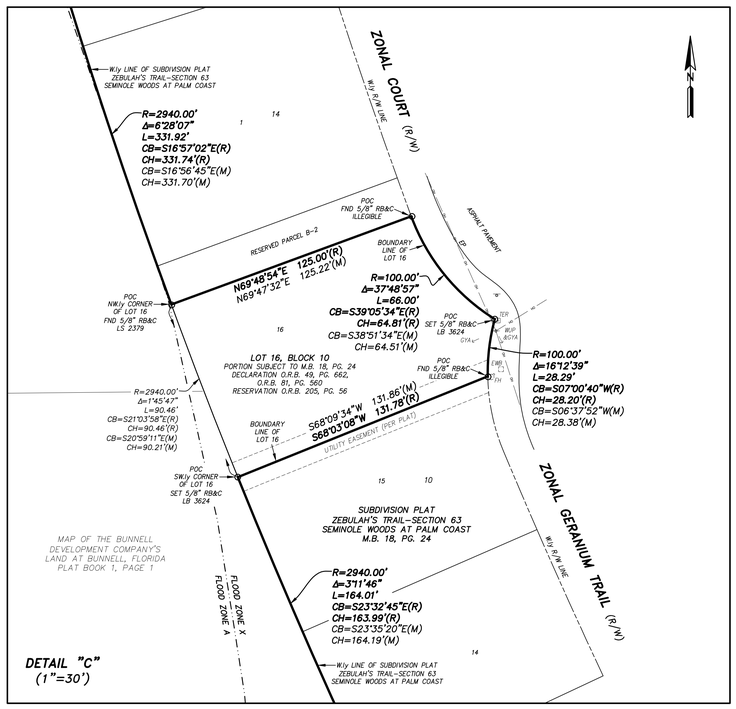

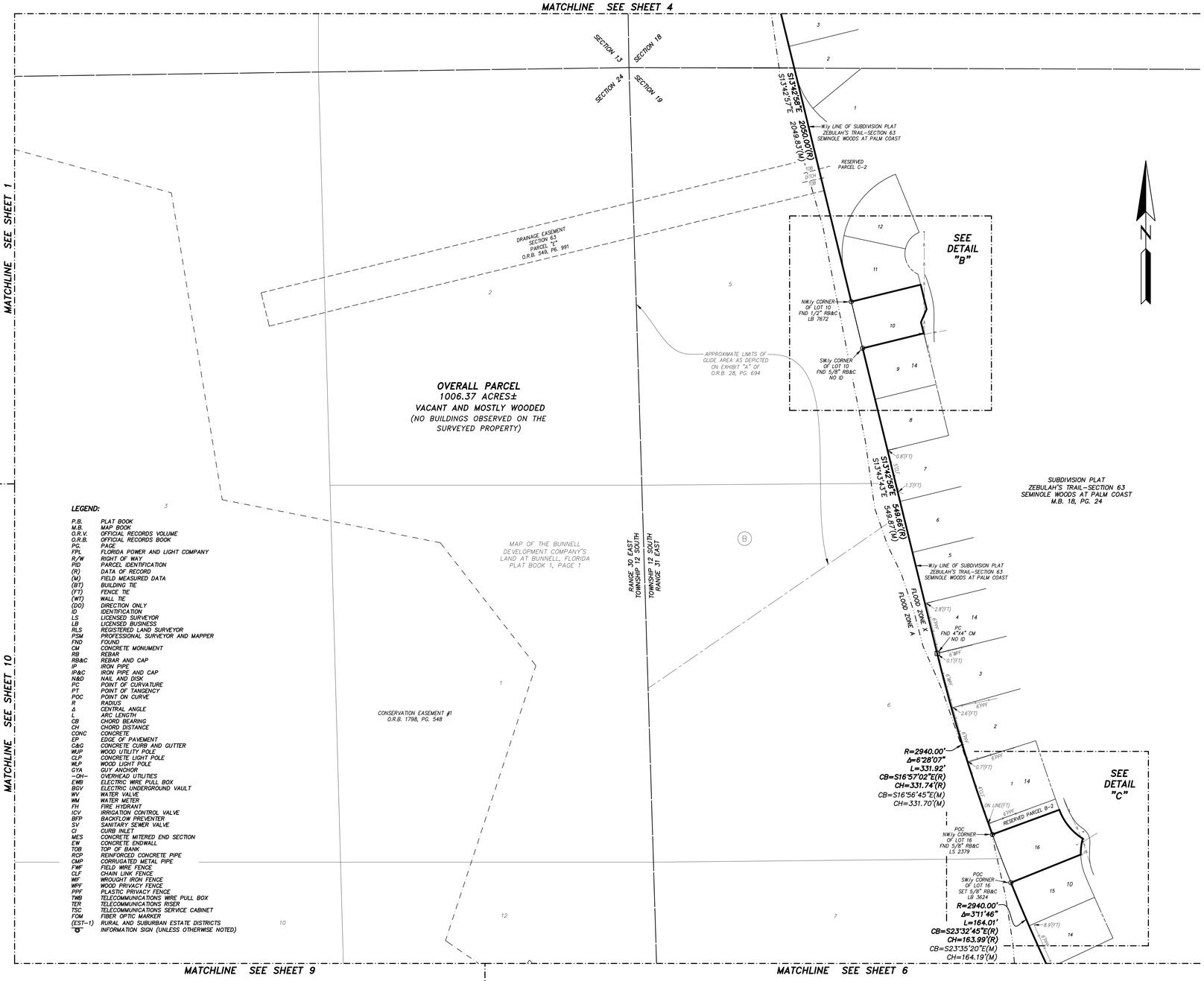

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SHEET 5 OF 10
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JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

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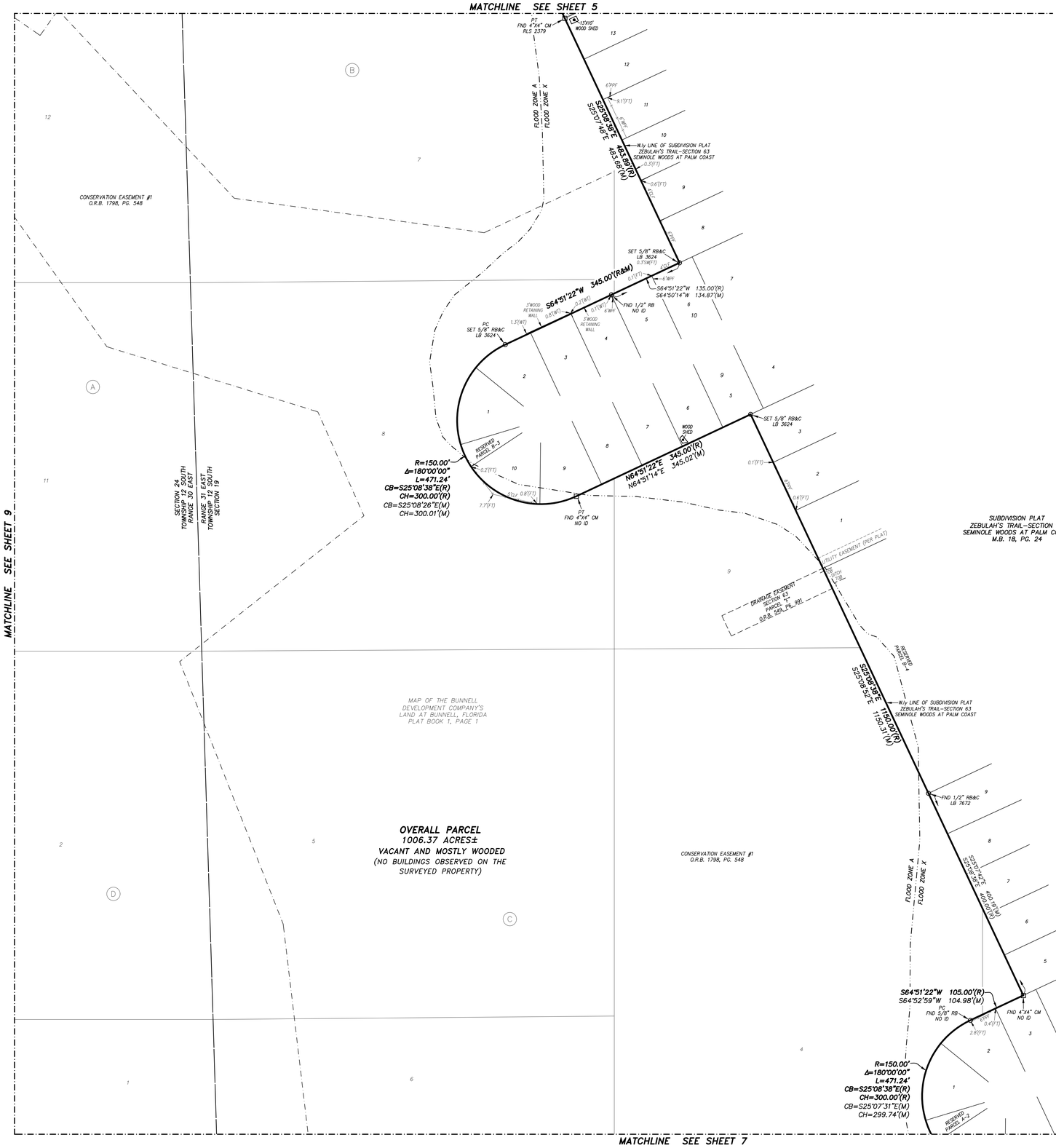

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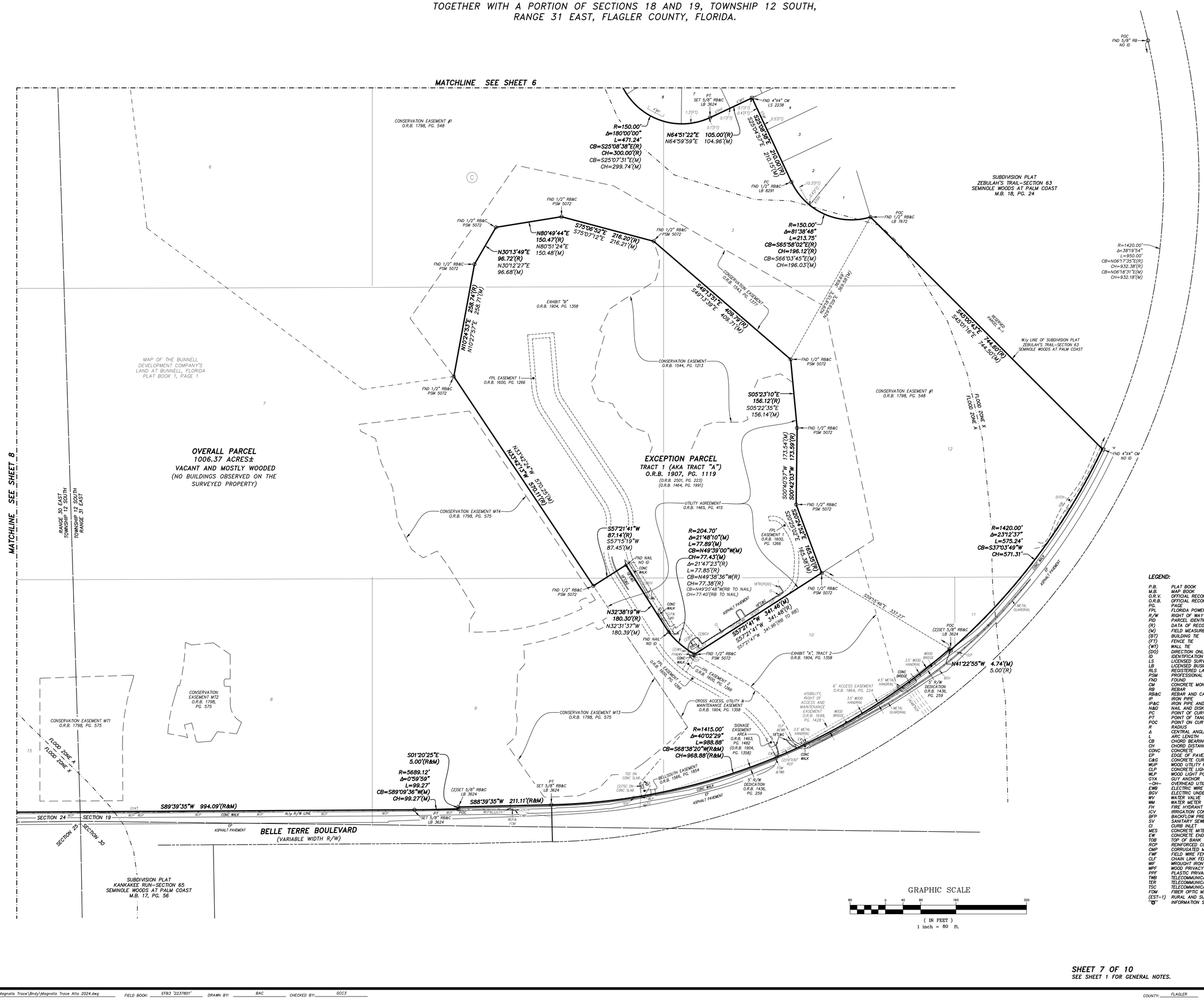

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SHEET 7 OF 10
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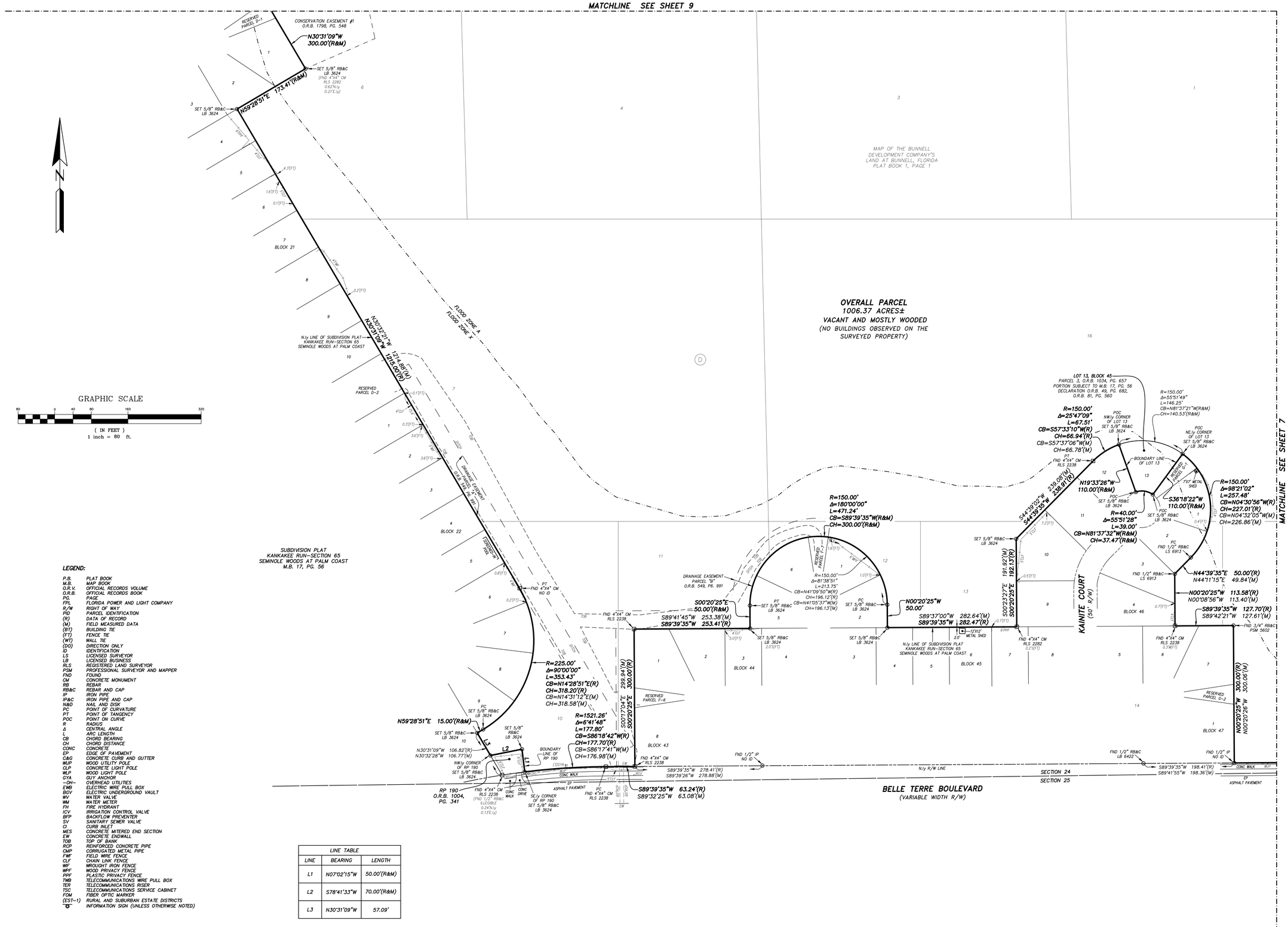
MATCHLINE SEE SHEET 9



MATCHLINE SEE SHEET 7

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°02'15"W	50.00'(R&M)
L2	S78°41'33"W	70.00'(R&M)
L3	N30°31'09"W	57.09'

LEGEND:

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SHEET 8 OF 10
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MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 6

PC
SET 5/8" RB&C
LB 3624

N89°59'45"W 269.56'(M)
S89°59'53"W 270.01'(R)

FND 3/8" RB
NO ID

N39°16'14"W
N39°27'43"W 238.08'(M)
238.04'(R)

FND 1/2" RB
NO ID

R=150.00'
Δ=180°00'00"
L=471.24'
CB=S00°00'07"E(R)
CH=300.00'(R)
CB=S00°00'57"W(M)
CH=299.97'(M)

RESERVED
PARCEL C-2

N89°59'53"E 50.00'(R)
N89°41'28"E 50.23'(M)

FND 4"X4" CM
NO ID

PT
FND 4"X4" CM
RLS 2283

FND 1/2" RB&C
LB 7622

S53°08'54"E 63.20'(R)
S52°51'09"E 63.30'(M)

S30°31'09"E 6.35'(R)
S30°58'15"E 5.79'(M)

FND 5/8" RB&C
NO ID

N19°27'43"W
N19°11'08"W 341.53'(R)
341.62'(M)

FND 1/2" RB&C
LB 6073

FLOOD ZONE A
FLOOD ZONE X

S59°27'23"W
S59°28'51"W 1066.56'(M)
1066.59'(R)

N.ly LINE OF SUBDIVISION PLAT
KANKAKEE RUN-SECTION 65
SEMINOLE WOODS AT PALM COAST

BLOCK 13

BLOCK 14

RESERVED
PARCEL C-3

CONSERVATION EASEMENT #1
O.R.B. 1798, PG. 548

N19°27'43"W
N19°11'08"W 1199.35'(R)
1199.63'(M)

SUBDIVISION PLAT
KANKAKEE RUN-SECTION 65
SEMINOLE WOODS AT PALM COAST
M.B. 17, PG. 56

BLOCK 18

FLOOD ZONE A
FLOOD ZONE X

N.ly LINE OF SUBDIVISION PLAT
KANKAKEE RUN-SECTION 65
SEMINOLE WOODS AT PALM COAST

SET 5/8" RB&C
LB 3624

N59°28'51"E
79.56'(R&M)

SET 5/8" RB&C
LB 3624

N30°31'09"W
N30°31'09"W 300.03'(M)
300.00'(R)

RESERVED
PARCEL C-4

BLOCK 20

FND 4"X4" CM
RLS 2236

SET 5/8" RB&C
LB 3624
(FND 4"X4" CM
NO ID
1.15'N.ly
0.55'E.ly)

N59°28'51"E
80.00'(R)
N59°30'13"E
80.17'(M)

N30°31'09"W
300.00'(R&M)

OVERALL PARCEL
1006.37 ACRES±
VACANT AND MOSTLY WOODED
(NO BUILDINGS OBSERVED ON THE
SURVEYED PROPERTY)

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

N

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
FPL	FLORIDA POWER AND LIGHT COMPANY
R/W	RIGHT OF WAY
PID	PARCEL IDENTIFICATION
(R)	DATA OF RECORD
(M)	FIELD MEASURED DATA
(BT)	BUILDING TIE
(FT)	FENCE TIE
(WT)	WALL TIE
(DO)	DIRECTION ONLY
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
RLS	REGISTERED LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND
CM	CONCRETE MONUMENT
RB	REBAR
RB&C	REBAR AND CAP
IP	IRON PIPE
IP&C	IRON PIPE AND CAP
N&D	NAIL AND DISK
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
CONC	CONCRETE
EP	EDGE OF PAVEMENT
C&G	CONCRETE CURB AND GUTTER
WUP	WOOD UTILITY POLE
CLP	CONCRETE LIGHT POLE
WLP	WOOD LIGHT POLE
GYA	GUY ANCHOR
-OH-	OVERHEAD UTILITIES
EMB	ELECTRIC WIRE PULL BOX
BGV	ELECTRIC UNDERGROUND VAULT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
BFP	BACKFLOW PREVENTER
SV	SANITARY SEWER VALVE
CI	CURB INLET
MES	CONCRETE MITERED END SECTION
EW	CONCRETE ENDWALL
TOB	TOP OF BANK
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
FWF	FIELD WIRE FENCE
CLF	CHAIN LINK FENCE
WF	WROUGHT IRON FENCE
WPF	WOOD PRIVACY FENCE
PPF	PLASTIC PRIVACY FENCE
TMB	TELECOMMUNICATIONS WIRE PULL BOX
TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
ⓘ	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

MATCHLINE SEE SHEET 8

SHEET 9 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

CAD FILE: I:\Survey\RMApro\Flagler County\Magnolia Trace\Bndy\Magnolia Trace Alta 2024.dwg FIELD BOOK: EFB3 "223780\" DRAWN BY: BAC CHECKED BY: GCC3
COUNTY: FLAGLER ORDER NO.: 22-378.01 FILE NO.: 129A-16.01A

A PORTION OF SECTIONS 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

LEGEND:

P.B.	PLAT BOOK
M.B.	MAP BOOK
O.R.V.	OFFICIAL RECORDS VOLUME
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CLF	CHAIN LINK FENCE
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WPF	WOOD PRIVACY FENCE
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TER	TELECOMMUNICATIONS RISER
TSC	TELECOMMUNICATIONS SERVICE CABINET
FOM	FIBER OPTIC MARKER
(EST-1)	RURAL AND SUBURBAN ESTATE DISTRICTS
"O"	INFORMATION SIGN (UNLESS OTHERWISE NOTED)

SHEET 10 OF 10
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

CAD FILE: I:\Survey\RMApro\Flagler County\Magnolia Trace\Bndy\Magnolia Trace Alta 2024.dwg FIELD BOOK: EFB3 "2237801" DRAWN BY: BAC CHECKED BY: GCC3
COUNTY: FLAGLER ORDER NO.: 22-378.01 FILE NO.: 129A-16.01A

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

COMES NOW, AUSTIN BROCKENBROUGH, IV, being first duly sworn, who deposes and says:

(1) That he is the Manager of OARE ASSOCIATES, a Florida Limited Liability Company ("Company").
(2) That he is authorized to execute the following deeds or instruments on behalf of the Company relating to the following described real property: Parcel Numbers 13-12-30-0650-000A0-0010, 24-12-30-0650-000A0-0010, 24-12-31-4150-00T50-0000, 24-12-31-4140-00T40-0000, 19-12-31-0650-000C0-0011, 19-12-31-4120-00T20-0000, 19-12-31-4110-00T10-0000, and 19-12-31-4130-00T30-0000 and also legally described in the attached **EXHIBIT "A"**.
(3) That this affidavit is made to induce the City of Palm Coast to accept the above-described property.

OARE ASSOCIATES, LLC
A Florida Limited Liability Company

By: _____

Name: Austin Brockenbrough, IV

Title: Manager

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization this 5 day of January, 2026 by AUSTIN BROCKENBROUGH, IV, the Manager of OARE ASSOCIATES, LLC, a Florida Limited Liability Company, on behalf of the Company. He is X personally known to me or ____ produced _____ as identification.

ANNA CLARK
NOTARY PUBLIC
REG. # 00384478
MY COMMISSION EXPIRES
07/31/2029
COMMONWEALTH OF VIRGINIA

_____
NOTARY PUBLIC

EXHIBIT "A"

OVERALL PARCEL

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, page 56, together with all of Reserved Parcels D3 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", an arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57" East, 159.42 feet; Course 8, thence South 18°45'56" East, 136.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and D3 the following 15 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zoan Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56" East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet, through a central angle of 16°42'24", an arc length of 11.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'07", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'54" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 18°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'13", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03'49" West, 571.31 feet; Course 2, thence North 41°22'55" West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02'29", an arc length of 988.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38'20" West, 968.68 feet; Course 4, thence South 88°39'35" West, 211.11 feet; Course 5, thence South 01°20'25" East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59'59", an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09'36" West, 99.27 feet; Course 7, thence South 89°39'35" West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20'25" West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39'35" West, 127.70 feet; Course 3, thence North 00°20'25" West, 113.58 feet; Course 4, thence North 44°39'35" East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21'02", an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30'56" West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18'22" West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°37'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33'10" West, 66.94 feet; Course 2, thence South 44°39'35" West, 238.91 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51" East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'54" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34" West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 1, also known as Tract "A", as described and recorded in Official Records Book 1907, page 1119, of the Public Records of Flagler County, Florida.

Less and Except the land contained in Warranty Deed recorded in Official Records Book 494, Page 1063, Public Records of Flagler County, Florida.

Containing 1006.36 acres, more or less.

Bio-Tech Consulting Inc.
Environmental and Permitting Services

September 19, 2023

Brad Odom
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Re: Magnolia Trace, Flagler County (BTC File #1253-02)
Estimate Pre-Henderson Wetland and Upland Areas in Tracts 8, 9, 10,11, 12, 13, 14 and 35

Dear Mr. Odom,

Bio-Tech Consulting, Inc. was retained by GreenPoint Developers, LLC., to perform a preliminary feasibility assessment of using the Pre-Henderson delineation methodology within Parcels 12, 13 and 14, and its potential effects on future parcel development. As part of BTC's evaluation of the project, the client also requested an estimate of upland areas within Parcel 8, 9, 10, 11, 12 and 35. The purpose of this memorandum is to summarize our findings.

Introduction

Magnolia Trace is an 822.05-acre ± site encompassing seven parcels in Flagler County, Florida. Five of the parcels (8, 9, 10, 11 and 35) were included as part a conceptual permit issued by the St. Johns River Water Management District (SJRWMD). Parcels 12, 13 and 14 were not included in the conceptual permit.

Evaluation of Pre-Henderson Delineation

Florida Statute (F.S.) 373.421 (7) restored certain qualified developments to their Pre-Henderson Wetland Protection Act status for contiguous wetlands. The statute provides that, for qualified projects, wetlands delineated using the current state methodology (62-340 Florida Administrative Code) that are contiguous to surface waters of the state as defined on F.S. 403.031(13) (1991) may be delineated using the Pre-Henderson delineation methodology. Implementation of the Pre-Henderson wetland delineation methodology generally results in a decrease of state-regulated wetlands within a project. Non-contiguous or isolated MSSW wetlands are delineated using the 62-340 state delineation methodology and are not affected by the Pre-Henderson grandfathering provisions. Federal wetland delineation procedures and regulations are not affected by these provisions.

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Vero Beach Office
4445 North A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

info@bio-techconsulting.com www.bio-techconsulting.com

At this time, Magnolia Trace meets several of the criteria necessary to qualify for the application of the Pre-Henderson wetland delineation methodology. Specifically, the project meets the following:

- The proposed Magnolia Trace is located within the ITT Palm Coast Development of Regional Impact (DRI) and is, therefore, a qualified project under F.S. 343.421(7).

- Most of the wetlands within the project site are contiguous to waters of the state as defined by F.S. 403.031 (13) (1991). The onsite wetlands are part of Black Branch Swamp, a tributary to Haw Creek and the St. Johns River. Black Branch Swamp is connected to waters of the state (Bulow Creek) via the Iroquois Canal. An onsite wetland near the northern portion of the east parcel is connected via a canal to waters of the state (Gore Lake) as well.

In order to qualify, any development must first obtain an individual permit, or a No Permit Required (NPR) determination from the United States Army Corps of Engineers (USACE). Since 2020, the Florida Department of Environmental (FDEP) has assumed the review and issuance of Dredge and Fill permits under Section 404 of the Clean Water Act (CWA) for projects that are not adjacent to navigable waters of the United States. It is anticipated that FDEP will be the agency responsible for issuing federal permits for any activities located within the subject site.

At this time, a permit application or permit determination has not been submitted to FDEP. However, a majority of the wetlands within the subject site are considered jurisdictional under the January 2020 National Waters Protection Rule (NWPR), which is currently being applied by FDEP. The January 2023 NWPR, as well as the amendment issued by the EPA in September 2023, have not been adopted by FDEP and, therefore, have no effect on the project. The proposed development plan will require a 404 permit from FDEP. In order to receive this permit, the applicant must ensure that the project meets the environmental quality provisions in Code of Federal Regulations (CFR) 651.15 and 651.16, and provide compensatory mitigation.

The effect of the Pre-Henderson Wetland Methodology on the proposed development was evaluated using a series of steps. The first step consisted of the completion of preliminary delineation of Henderson and Pre-Henderson wetlands using recent (2021) aerial photography. The Henderson and Pre-Henderson wetlands were overlayed on the 62-340 wetland boundaries delineated by BTC staff in 2022 to determine which portion of the wetlands qualified as contiguous or isolated. The application of the Pre-Henderson delineation methodology resulted in a significant decrease in the overall area of state regulated wetlands. The results are summarized in **Table 1**.

Because the Henderson and Pre-Henderson wetlands were delineated using aerial photointerpretation, changes or adjustments to their boundaries are likely upon field verification. Additionally, the 62-340 wetland boundaries have not been approved by the regulating agencies. Field review with agency staff may result in changes in the extent and configuration of some wetlands, which could result in the "disconnection" of contiguous wetlands, and subsequent disqualification of their Pre-Henderson classification(s).

Table 1. Estimate of State and Federally Regulated Wetlands

Parcel	State Regulated Wetlands		Federally Regulated Wetlands
	62-340 Isolated Wetlands	Pre-Henderson Wetlands*	
Tract 14	16.20	8.58	45.17
Tract 13*	10.82	39.59	99.57
Subtotal	**27.02**	**48.17**	**144.74**
Total	**75.19**		**144.74**

*Estimate includes Tracts 11 and 12.

The reduction in state-regulated wetlands as a result of the application of the Pre-Henderson delineation methodology significantly reduces the mitigation costs associated with the project. The project is located in Mitigation Basin 16 (Crescent Lake). There are several mitigation banks in this basin and credits are available. The cost for state and federal mitigation credits in the basin are approximately $150,000 and $40,000. In order to mitigate for the…

Evaluation of Upland Areas in Tracts 8, 9, 10 and 35

As part of this assessment, GreenPoint was also interested in getting an estimate of the total acreage of uplands present within Tracts 8, 9, 10, and 35. Tract 35 was part of the conceptual permit issued by SJRWMD for the Flagler Central Commerce Park (FCCP) development, and all wetlands within this tract were delineated and field verified during the review of the permit. The total area of uplands in Parcel 35 is approximately 32.70-acres. An exhibit depicting the limits and acreage of uplands located within parcel 35 is included in **Appendix A**.

Although not part of the FCCP Conceptual permit, Tracts 8, 9 and 10 wetlands were delineated by EMS, and boundaries were depicted in some of the plans associated with the conceptual permit. The depicted wetland boundaries were digitized and used to estimate the acreage of wetlands and uplands in these two parcels. The estimated acreage of uplands and wetlands in all parcels is summarized in **Table 2**. The wetlands within Tracts 11 and 12 were included with Tract 13.

Table 2. Wetland and Upland Acreages

Tract	Tract Area	Uplands	Wetlands
8	14.86	10.71	4.15
9	11.27	2.85	8.42
10	72.66	27.38	45.28
35	419.30	32.70	386.60

Conclusions

It is our opinion that Tracts 13 and 14 meet the requirements to qualify for a Pre-Henderson wetland delineation, which reduces the overall state-regulated wetlands to 75.19-acres as well as the overall project mitigation costs. Because state rules allow unmitigated impacts to isolated wetlands less than 0.5-acres that do not support listed wildlife species, the total acreage of state-wetlands, which would

require the purchase of state mitigation credits would be further reduced to 74.49-acres. The use of the Pre-Henderson delineation methodology does not have any impact on the overall acreage of federally-regulated wetlands. Federal wetlands in Tracts 13 and 14 total approximately 144.74-acres.

Based on the preliminary development plans (511-units), direct impacts to wetlands are anticipated to total 4.23 acres ± of state-regulated wetlands (2.27-acres ± to Pre-Henderson wetlands, 1.96-acres ± of isolated MSSW wetlands) and 18.03-acres ± of federally regulated wetlands. A very preliminary estimate of the mitigation cost associated with the direct impacts associated with the project around $1.1-million. Secondary impacts, which are not included in our estimate, would increase the mitigation requirements.

The 0.31-cres of impacts associated with the roadway connection between Tracts 13 and 14 was not included in our estimates and would also require a partial release or amendment of the existing conservation easement.

According to the provisions in 373.421, the Pre-Henderson wetlands methodology is not binding on local governments; therefore, additional coordination with the City of Palm Coast is recommended to determine their approach to determining the area uplands in Tracts 13 and 14. The wetland boundaries in Tract 35 were approved as part of the conceptual permits for FCCP and remain in effect. Based on our review of permitting records the area of uplands within Tract 35 is 32.70-acres.

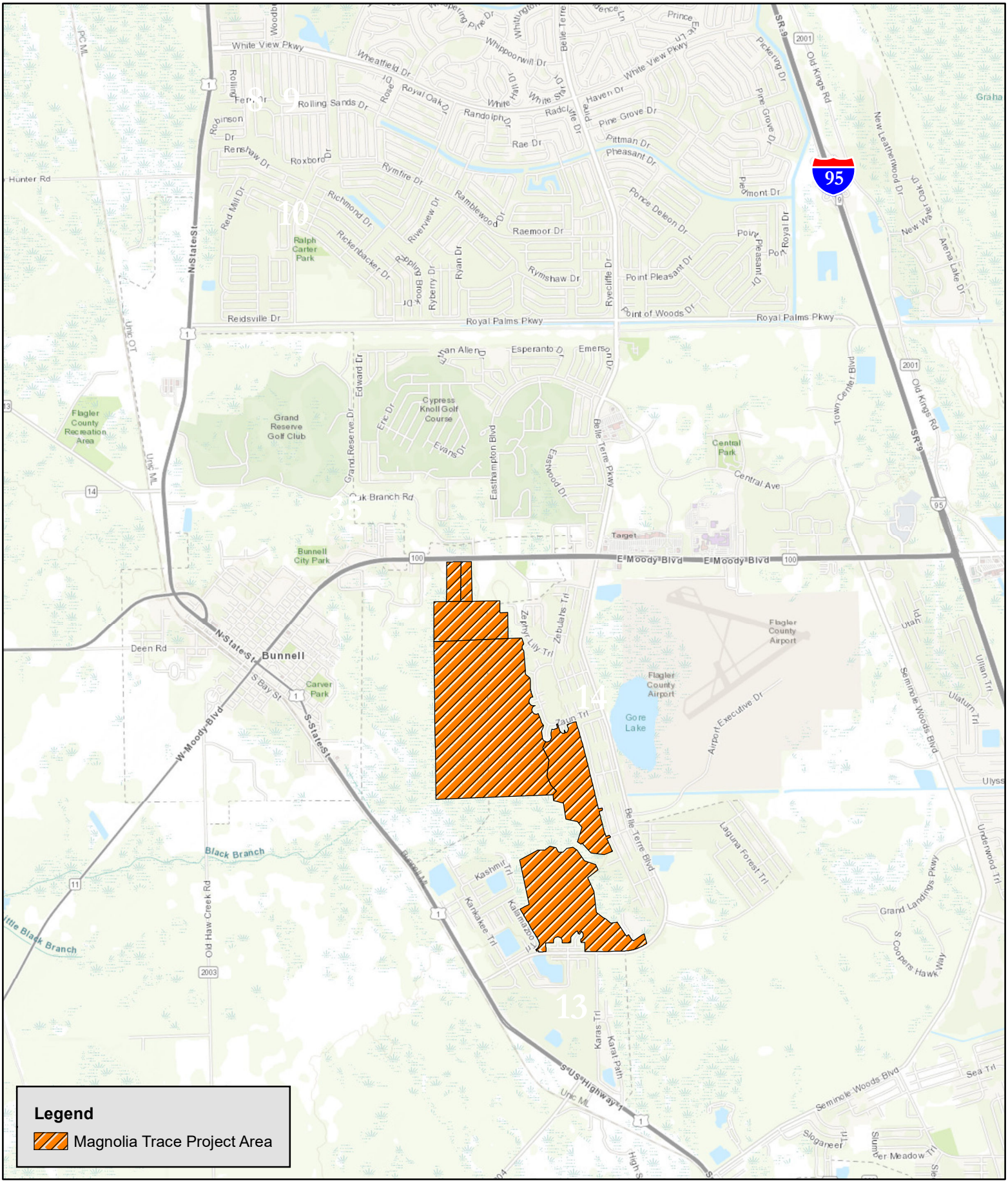
Due to the limited scope of this assessment, the estimations contained in this memorandum are preliminary in nature.

Attachments

Figure 1 – Location Map
Figure 2 – Aerial Map
Figure 3 – Preliminary Estimate of State and Federally-Regulated Wetlands

Appendix A: Parcel 35 Wetland Exhibit (ERP 93481-1)

Figures



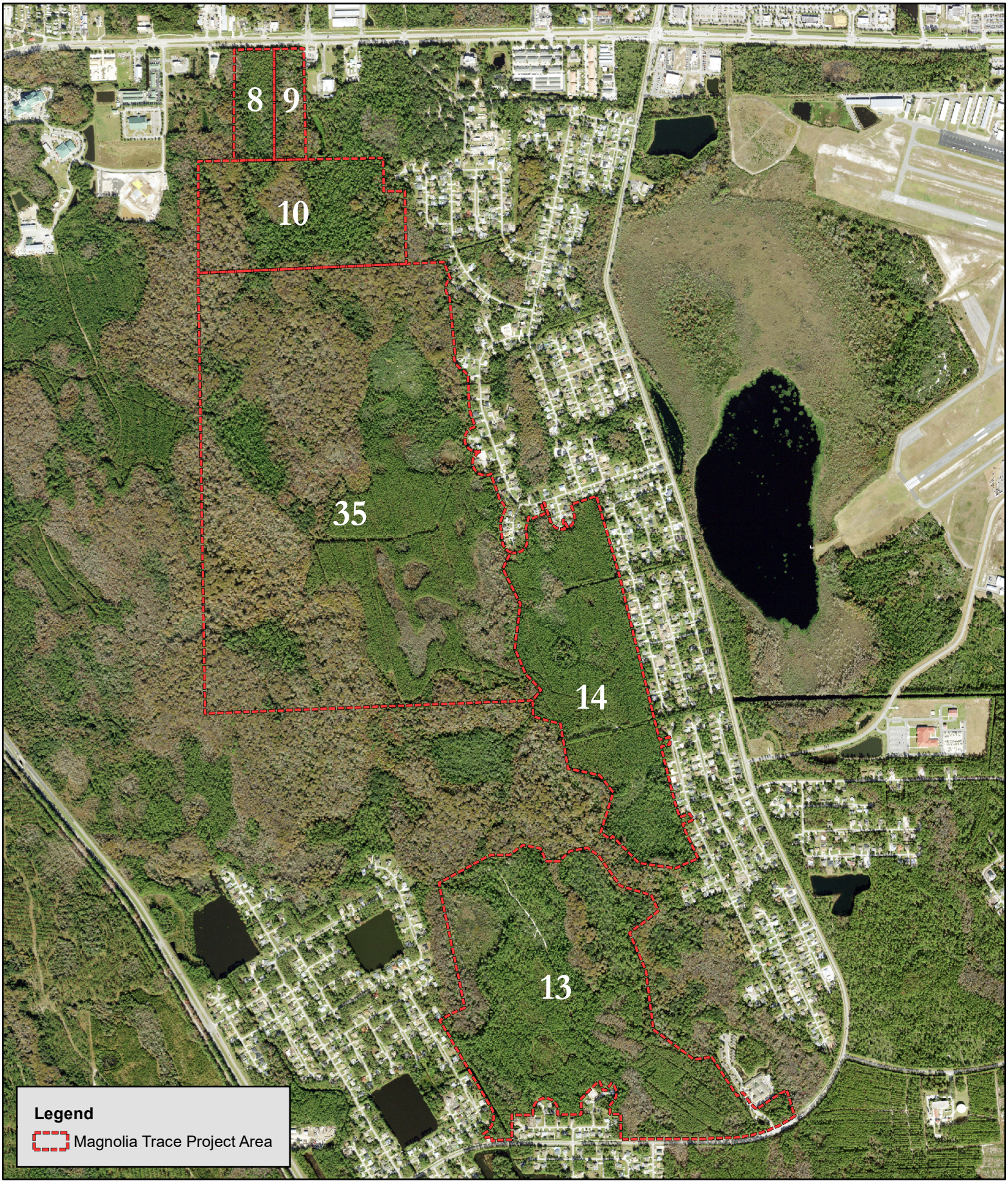
Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Property
Flagler County, Florida
Figure 1
Project Location Map

N
W E
S

4,750
Feet

Project #: 1253-02
Produced By: ER
Date: 9/20/2023



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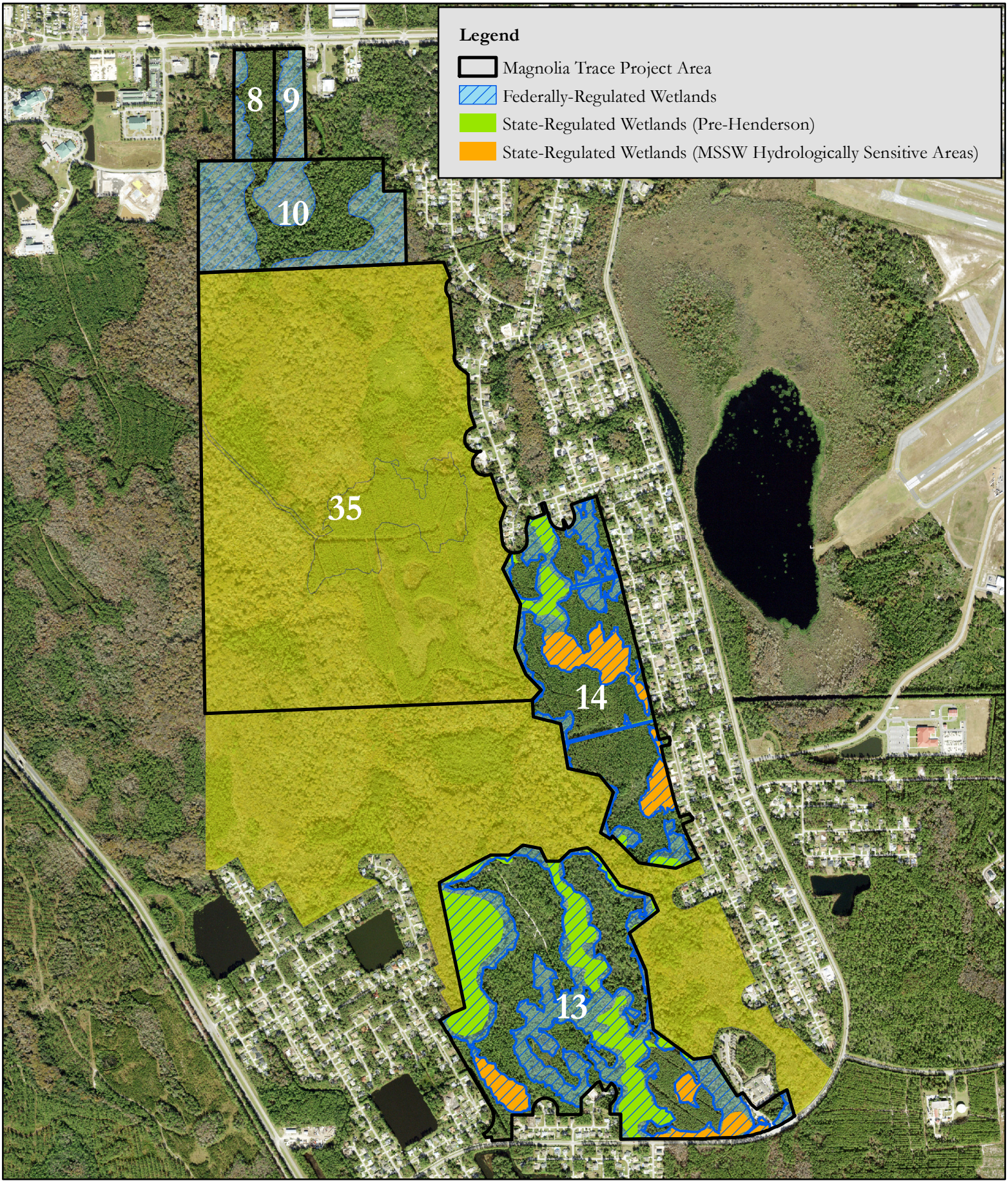
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Property
Flagler County, Florida
Figure 2
Aerial Photography

N
W E
S

1,700
Feet

Project #: 1253-02
Produced By: ER
Date: 9/20/2023



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Magnolia Trace Property
Flagler County, Florida
Figure 3
Preliminary Estimate of State and Federally Regulated Wetlands

N
W E
S

1,700
Feet

Project #: 1253-02
Produced By: ER
Date: 9/19/2023

Appendix A

CLIENT

OARE ASSOCIATES LLC.

CONSOLIDATED SURVEY, INC.
533 NORTH NOVA ROAD, SUITE 114
ORMOND BEACH, FLORIDA 32174
PHONE: 386-677-6523 FAX: 386-676-2189

COPYRIGHT 2006

REVISIONS

REPORT NUMBER N/A
DRAWN D.J.B.
CHECKED D.E.S.
SCALE 1" = 400'
JOB NO: 28009
SHEET 1 OF 1

FCCP SJRWMD CONSERVATION EASEMENT DRAFT

RECEIVED IN PALMDA JUN 2 9 2008 REGULATORY INFORMATION MGT.

93481-1
Corps # 913423

DANIEL E. STEVENS - P.S.M. #5072
NOT VALID UNLESS EMBOSSED LICENSE BUSINESS NUMBER 6918

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

DATE SURVEYED: XXXXXXXX
DATE PLOTTED: 7-05-08

STATE ROAD 100

GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.
NORTH

HATCHED ROADWAY VACATED BY COUNTY RESOLUTION 4/17/84 ORB 12, PAGES 457-460

OLD ROAD

EXISTING DOUBLE 18" WATER MAIN

EXISTING 8" WATER MAIN

EXISTING 8" FORCE MAIN

EXISTING 12

Orlando [Headquarters]
3025 East South Street
Orlando, FL 32803

Cocoa
400 High Point Drive
Suite 400
Cocoa, FL 32926

Jacksonville
11235 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2560-1 Barrington Circle
Tallahassee, FL 32308

Tampa
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Denver
10701 Melody Drive
Suite 304
Northglenn, CO 80234

Raleigh
4338 Bland Road
Raleigh, NC 27609

Charlotte
5105 Monroe Road
Suite A
Charlotte, NC 28205

East Syracuse
6700 Old Collamer Road
Suite 112
East Syracuse, NY 13057

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E-240
Austin, TX 78746

Midland
5114 West County Road 12
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando [Aquatic & Land Management Operations]
3825 Rouse Road
Orlando, FL 32817

Bio-Tech Consulting

Environmental and Permitting

July 10, 2025

Brad Odum
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Proj: Magnolia Trace- Flagler County, Florida
(BTC File #1253-02)
Parcel IDs 19-12-31-0650-000C0-0011,19-12-31-4130-00T30-0000, 24-12-30-0650-000A0-0010,24-12-31-4140-00T40-0000, 24-12-31-4150-00T50-0000

Re: Bio-Tech Consulting Reports - User Reliance

To whom it may concern:

Bio-Tech Consulting (BTC) prepared the following reports for the approximately 1009.54-acre Magnolia Trace site. This site is located directly north S US Highway 1, east of Old Haw Creek Rd., directly west of Belle Terre Blvd, and south of E Moody Blvd., within Sections 13, 18, 19, 24, and 25, Township 12 South, Range 30 East, in Flagler County, Florida

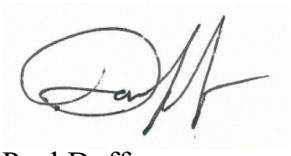
- Wildlife Survey Report- Magnolia Trace, Flagler County, Florida, Bio-Tech Consulting (BTC), December 12, 2022 (BTC File #1253-02)
- Pre-Henderson Memo- Magnolia Trace, Flagler County, Florida, Bio-Tech Consulting (BTC), September 19, 2023 (BTC File #1253-02)
- Phase I Environmental Site Assessment- Magnolia Trace, Flagler County, Florida, Bio-Tech Consulting (BTC), July 18, 2022 (BTC File #1253-02)

This verification is to confirm the validity of the reports named above. To our knowledge, these reports are still valid and represent the current on-site conditions of the property.

BTC realizes that GreenPointe Developers, LLC is depending upon the overall completeness, accuracy and conclusions in these reports which is valid at the time it was issued and hereby certifies that the work can be relied upon by GreenPointe Developers, LLC as if it were originally completed directly for GreenPointe Developers, LLC.

Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

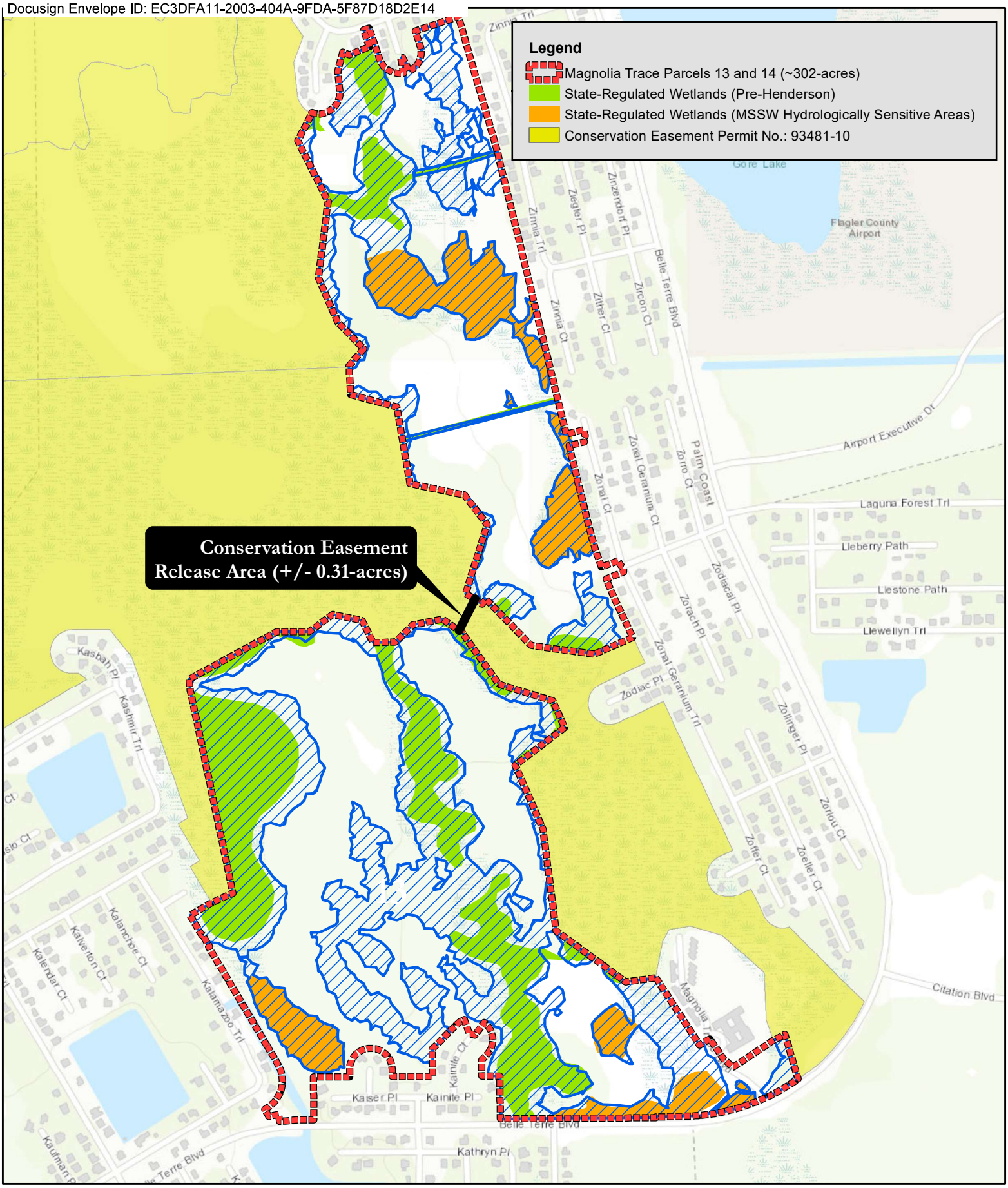


Paul Duff,
Environmental Specialist IV

Attachments

- Exhibit A – Site Plan Boundary

Docusign Envelope ID: EC3DFA11-2003-404A-9FDA-5F87D18D2E14



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Magnolia Trace Parcels 13 and 14
Flagler County, Florida
Proposal 23-1627

N
W E
S

1,000
Feet

Project #: 1253-02
Produced By: ER
Date: 10/5/2023

Uniform Mitigation Assessment Method Summary

Site/Project Name:	Application Number:	Date:
Magnolia Trace - State UMAM Estimates		**April 3, 2026**

Mitigation Summary

	Assessment Area	Mitigation Type	Location and Landscape Support		Water Environment		Community Structure		Mitigation Delta	Time Lag	Risk	PAF	RFG	Acres	Functional Loss
			Current or w/o Mit	w/Mit	Current or w/o Mit	w/Mit	Current or w/o Mit	w/Mit							
1	CE Roadway Impact	Impacts	8	0	8	0	8	0	-0.80	1.00	1.00	1.00	-0.800	0.44	-0.35
2	Hydro Sensitive Impacts	Impacts	7	0	8	0	8	0	-0.77	1.00	1.00	1.00	-0.770	0.43	-0.33
3	W3	SW	6	0	6	0	4	0	-0.53	1.00	1.00	1.00	-0.530	0.23	-0.12
4	Pre-Hend. Impacts	Impacts	8	0	8	0	9	0	-0.83	1.00	1.00	1.00	-0.830	0.94	-0.78
5	W5	Impacts <.5 ac.	6	0	7	0	7	0	-0.67	1.00	1.00	1.00	-0.670	0.00	0.00
6	W6	Impacts <.5 ac.	6	0	7	0	7	0	-0.67	1.00	1.00	1.00	-0.670	0.00	0.00
7	W7	Impacts <.5 ac.	6	0	6	0	6	0	-0.60	1.00	1.00	1.00	-0.600	0.00	0.00
8	W8	SW	6	0	6	0	4	0	-0.53	1.00	1.00	1.00	-0.530	0.00	0.00
9	Secondaries	Impacts	8	7	8	8	8	7	-0.07	1.00	1.00	1.00	-0.070	12.00	-0.84
10									0.00	1.92	1.25	n/a	0.000	0.00	0.00
11									0.00	1.92	1.25	n/a	0.000	0.00	0.00
12									0.00	1.92	1.25	n/a	0.000	0.00	0.00
13									0.00	2.18	1.25	n/a	0.000	0.00	0.00
14									0.00	2.18	1.25	n/a	0.000	0.00	0.00
15									0.00	1.68	1.25	0.70	0.000	0.00	0.00
16									0.00	1.46	1.25	n/a	0.000	0.00	0.00
17	-	-							-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
													TOTAL	**14.04**	**-2.42**

TEMPORAL LAG TABLE

YEAR	T-factor	YEAR	T-factor	YEAR	T-factor
< or = 1	1	11-15	1.46	41-45	3.03
2	1.03	16-20	1.68	46-50	3.34
3	1.07	21-25	1.92	51-55	3.65
4	1.10	26-30	2.18	>55	3.91
5	1.14	31-35	2.45		
6-10	1.25	36-40	2.73		

TOTALS			
Mitigation - Upland	**Acres**	**Mitigation - Wetland**	**Acres**
		Creation	0.00
Restoration	0.00	Restoration	0.00
Enhancement	0.00	Enhancement	0.00
Preservation	0.00	Preservation	0.00
Total Upland Mitigation	**0.00**	**Total Wetland Mitigation**	**0.00**

Bio-Tech Consulting Inc.
Environmental and Permitting Services

December 12, 2022

Brad Odom
GreenPointe Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

Proj: Magnolia Trace - Due Diligence
Parcel IDs: 19-12-31-0650-000C0-0011,
19-12-31-4130-00T30-0000, 24-12-30-0650-000A0-0010,
24-12-31-4140-00T40-0000, 24-12-31-4150-00T50-0000

Sections 13, 18, 19, 24, & 25, Township 12 South, Range 30 East
(BTC File #1253-02)
Re: Wildlife Survey Report

Dear Brad:

During the months of May, October, and November of 2022, Bio-Tech Consulting, Inc. (BTC) conducted wildlife surveys of the approximately 1009.54 acres Magnolia Trace site. This property is located directly north S US Highway 1, east of Old Haw Creek Rd., directly west of Belle Terre Blvd, and south of E Moody Blvd., within Sections 13, 18, 19, 24, and 25, Township 12 South, Range 30 East, in Flagler County, Florida (Figures 1 and 2). The wildlife surveys included the following elements.

- Field review for occurrence of protected flora and fauna
- Field review of potential on-site habitats
- Desktop review for potential listed species

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3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Vero Beach Office
4445 North A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
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407.894.5970 fax

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FWC's) Gopher Tortoise Permitting Guidelines (April 2008 - revised May 2017), an assessment for "listed" floral and faunal species was conducted at the site on March 15, 2022. This assessment included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations that indicated the presence of species observed.

The assessment focused on species that are "listed" by the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (May, 2017) that have the potential to occur in Flagler County (Table 1). No plant species "listed" by federal agencies were identified on the project site during the assessments conducted. The following is a list of those wildlife species identified during the evaluation of the site:

Reptiles and Amphibians
Brown anole (*Anolis sagrei*)
Black racer (*Coluber constrictor*)
Gopher tortoise (*Gopherus polyphemus*)
Green anole (*Anolis carolinensis*)
Green treefrog (*Hyla cinerea*)

Birds
American Crow (*Corvus brachyrhynchos*)
Black Vulture (*Coragyps atratus*)
Northern Cardinal (*Cardinalis cardinalis*)
Palm Warbler (*Setophaga pinus*)
Wild Turkey (*Meleagris gallopavo*)

Mammals
Bobcat (*Lynx rufus*)
Nine-banded armadillo (*Dasypus novemcinctus*)
Racoon (*Procyon lotor*)
White-tailed deer (*Odocoileus virginianus*)

Of the above wildlife species, one, the gopher tortoise, is identified in the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (May 2017).

No gopher tortoises (*Gopherus polyphemus*) were directly observed during wildlife surveys; however, signs consisting of the identication of potentially occupied tortoise burrows were observed. Additionally, potential habitat which could support gopher tortoises was observed. A short description of the gopher tortoise and implications for development are provided below. A gopher tortoise survey of potential habitat areas is recommended prior to development permitting. No official gopher tortoise survey has been conducted in the area deemed potential habitat.

Gopher Tortoise (*Gopherus polyphemus*)
State Listed as "Threatened" by FFWCC

Currently the gopher tortoise (Gopherus polyphemus) is classified as a "Category 2 Candidate Species" by USFWS, and as of September 2007 is now classified as "Threatened" by FFWCC. The basis of the "Threatened" classification by the FFWCC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned orange groves. Several other protected species have a possibility of occurring in this area, as they are gopher tortoise commensal species; However, none of these commensal species were observed during the survey conducted.

The subject property was not formally surveyed for the existence of gopher tortoises; however, an assessment of potential utilization by tortoises and the presence of potential habitat was conducted during the on-site vegetation and wildlife surveys. Two small areas on the eastern side of the property were identified as having higher elevations, drained soils, and more appropriate vegetative cover than the adjacent areas and which would generally be recognized as potential gopher tortoise habitat. Additional surveys are necessary to determine if a population of gopher tortoises is present on the property.

In the event that gopher tortoises are observed on-site, the FFWCC provides three (3) options for developers that have gopher tortoises on their property. These options include: 1) avoidance (i.e., 25-foot distance from construction), 2) preservation of habitat, and 3) off-site relocation. Resolution of the gopher tortoise issue would need to be permitted through FFWCC prior to any construction activities.

In addition to those species observed, BTC reviewed the relevant records for potentially occurring species which may expose the subject site to additional regulatory review. Those species reviewed include those with recorded observations in close proximity to the site and those associated with specific habitats observed on-site. Other regulated species which have the potential to occur on the subject site but are not described below can be found in Table 1.

Eastern Indigo Snake (*Drymarchon couperi*)
Federally Listed as "Threatened" by USFWS

The eastern indigo snake (*Drymarchon couperi*) is a federally listed threatened species. The basis for this listing was a result of dramatic population declines caused by over-collecting for the domestic and international pet trade as well as mortalities caused by rattlesnake collectors who gassed gopher tortoise burrows to collect snakes. Since its listing, habitat loss and fragmentation by residential and commercial expansion have become much more significant threats to the eastern indigo snake. This species is widely distributed throughout central and south Florida and primarily occurs in sandhill habitats in northern Florida and southern Georgia.

No evidence of the indigo snake was observed within the subject site during the wildlife survey conducted by BTC; However, because gopher tortoise evidence was observed, there is potential for indigo snake presence due to their commensal nature. A formal Indigo Snake Survey may be required by USFWS. Likely, any permit authorizing activities within areas of potential habitat will need to be conditioned for use of the Service's Standard Protection Measures.

Wood Stork (*Mycteria americana*)
BTC conducted a review of the location for Wood Stork foraging and nesting colonies. The Magnolia Trace property does not occur within a Wood Stork nesting colony core foraging area (Figure 8).

Bald Eagle (*Haliaeetus leucocephalus*)

State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the US Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from Florida Fish and Wildlife Conservations Commission's (FWC) imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FWC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus leuchocephalus*).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FWC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. Under FWC's new management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. A FWC Eagle permit is not needed for any activity occurring outside of the 660-foot buffer zone.

In addition to the on-site evaluation for "listed" species, BTC conducted a review for any Bald Eagle nests on or in the vicinity of the site as recorded by FWC. This review revealed no bald eagle nesting locations within one (1) mile of the site (Figure 8). Since the site is not located within the 660-foot buffer zone for any nests, no further action should be required pertaining to Bald Eagle nests.

USFWS CONSULTATION AREAS

The U.S. Fish and Wildlife Service has established "consultation areas" for certain listed species. Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the U.S. Army Corps of Engineers. The reader should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species, they only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

The subject site is located within one (1) of the USFWS Consultation Areas (Figure 9).

Florida Scrub-Jay (*Aphelocoma coerulescens*)

Federally Listed as "Threatened" by USFWS

Currently the Florida Scrub-Jay is listed as threatened by the USFWS. Florida Scrub-Jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50% to 90 % of the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10% to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

No Florida Scrub-Jays were observed within the subject site during the extensive field work conducted by BTC. During the fieldwork conducted as part of the due diligence effort, areas of habitat which may have the potential to support Scrub-Jays were identified. As such, a formal Scrub-Jay survey is likely to be required by USFWS to determine if Florida Scrub-Jays exist on the subject site. Surveys must be conducted March 1 through October 31 for a minimum of 5 days.

SUMMARY & POTENTIAL WILDLIFE CONSTRAINTS

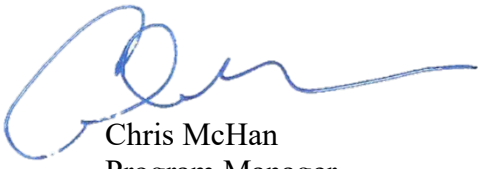
These wildlife surveys were conducted in accordance with the protocol and methodology identified above. This site was surveyed for all wildlife and any listed species. At the time of the survey evidence of one (1) listed species and potential habitat for at least one (1) additional species was observed within the boundary of the subject site.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. The wildlife survey conducted within the subject property boundaries does not preclude the potential for any listed species, as noted on Table 1 (attached), currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

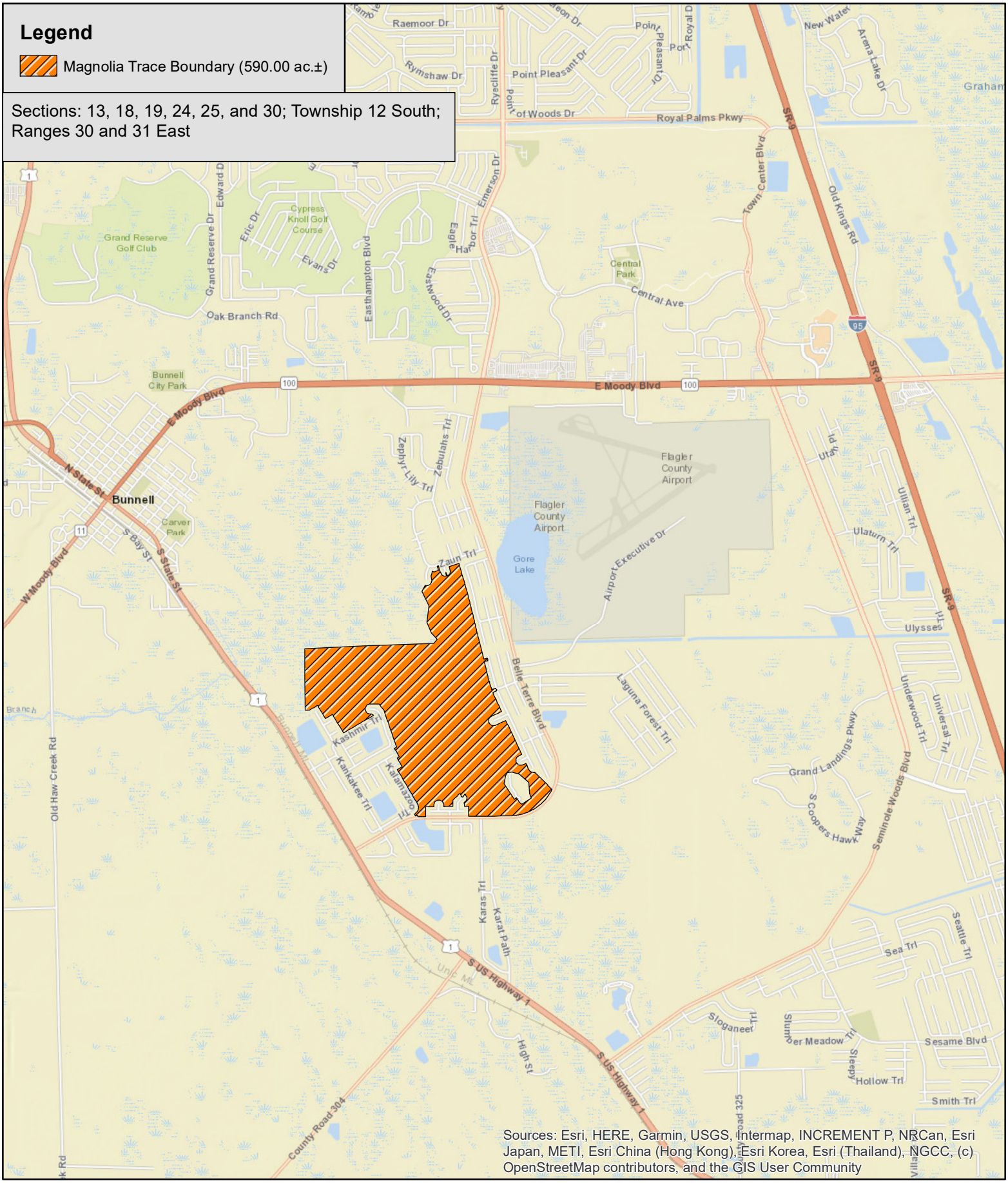


Noah DeDeo
Field Biologist



Chris McHan
Program Manager

Attachments
Figure 1 – Location Map
Figure 2 – Aerial Map
Figure 3 – USGS Topography Map
Figure 4 – USDA NRCS Soils Map
Figure 5 – FLUCFCS Map
Figure 6 – LIDAR Map
Figure 7 – ApproximateWetlands Map
Figure 8 – Wildlife Map
Fiogure 8a – Potential Gopher Tortoise Habitat Map
Figure 9 – Wildlife Consultation Areas Map
Figure 10 - FEMA Maps
Table 1 – Flagler County Federal Species List



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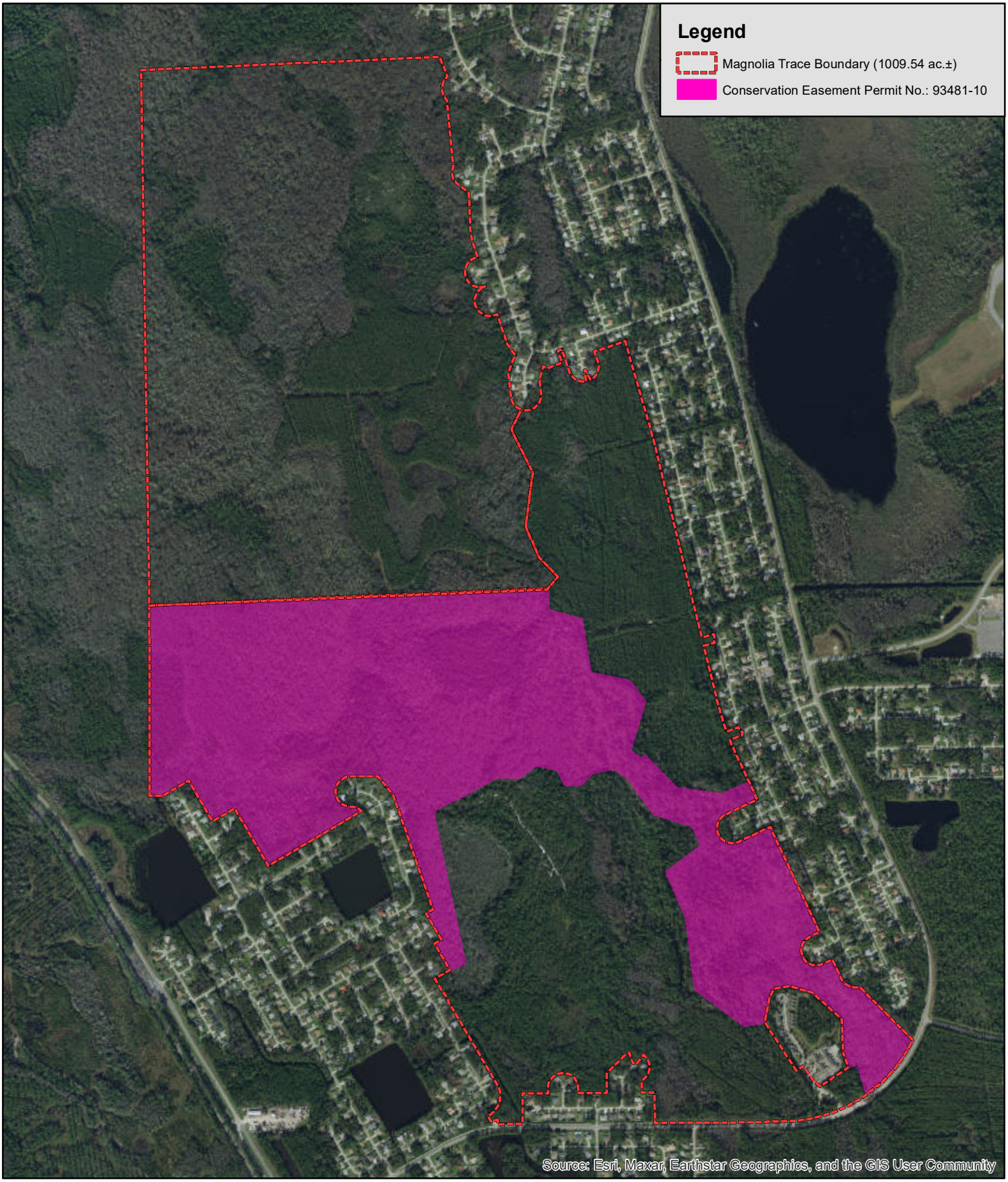
Magnolia Trace Property
Flagler County, Florida
Figure 1
Location Map

N
W E
S

4,100
Feet

Project #: TBD
Produced By: JGL
Date: 4/13/2022



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Magnolia Trace Property
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Figure 2
Aerial Map

N
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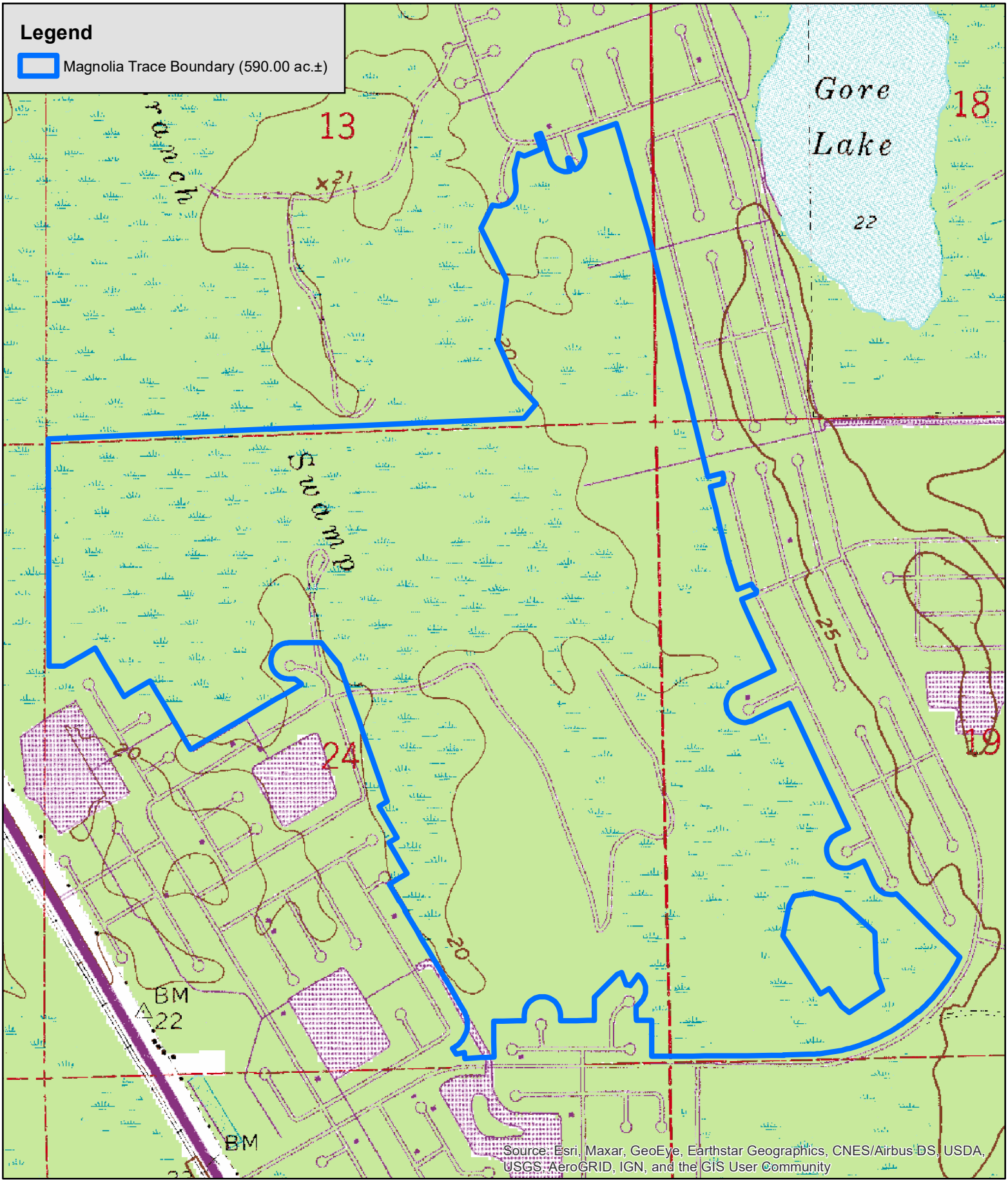
1,300
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 3
USGS Topographic Map

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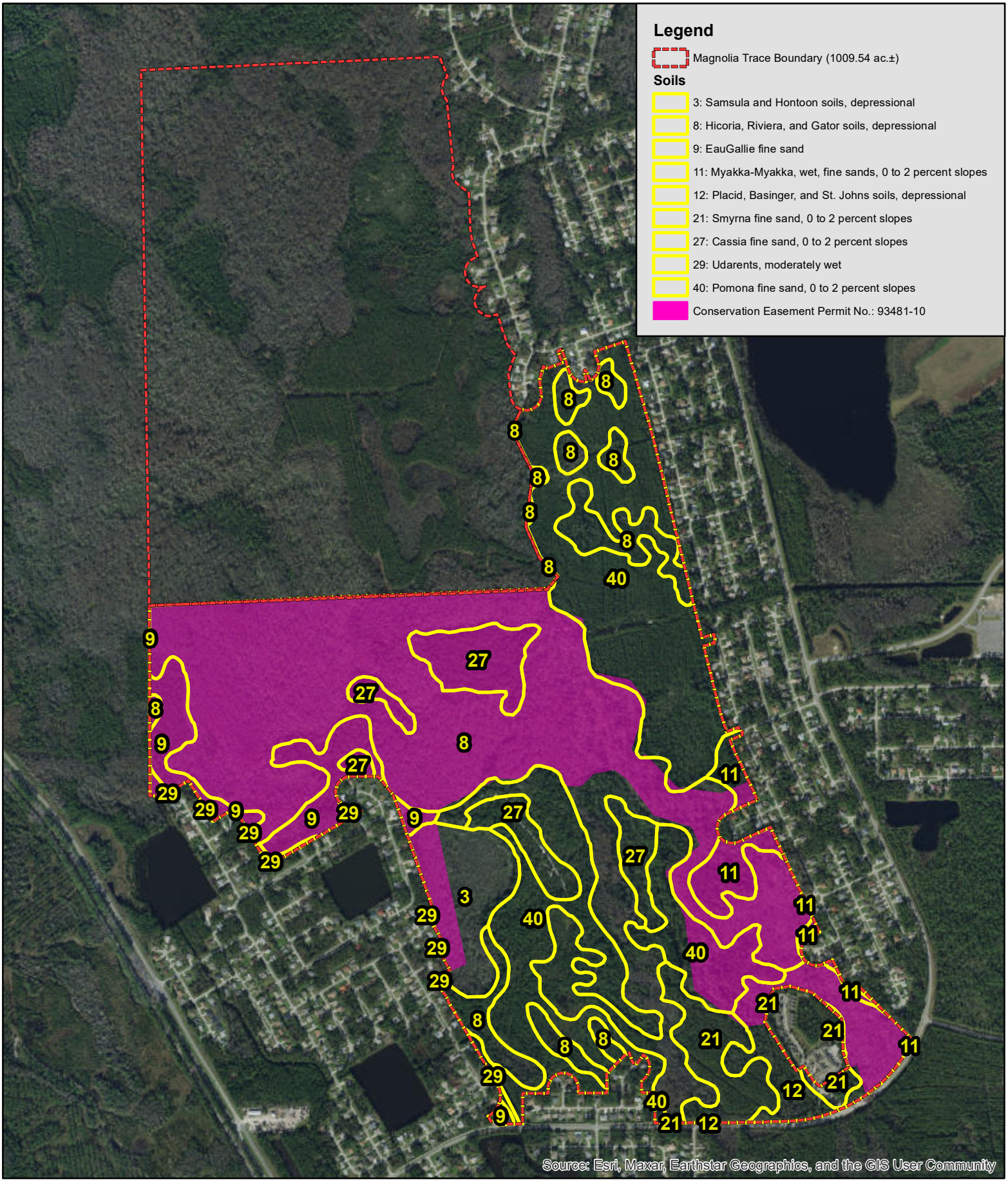
Project #: TBD
Produced By: JGL
Date: 4/13/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 4
USDA NRCS Soils Map

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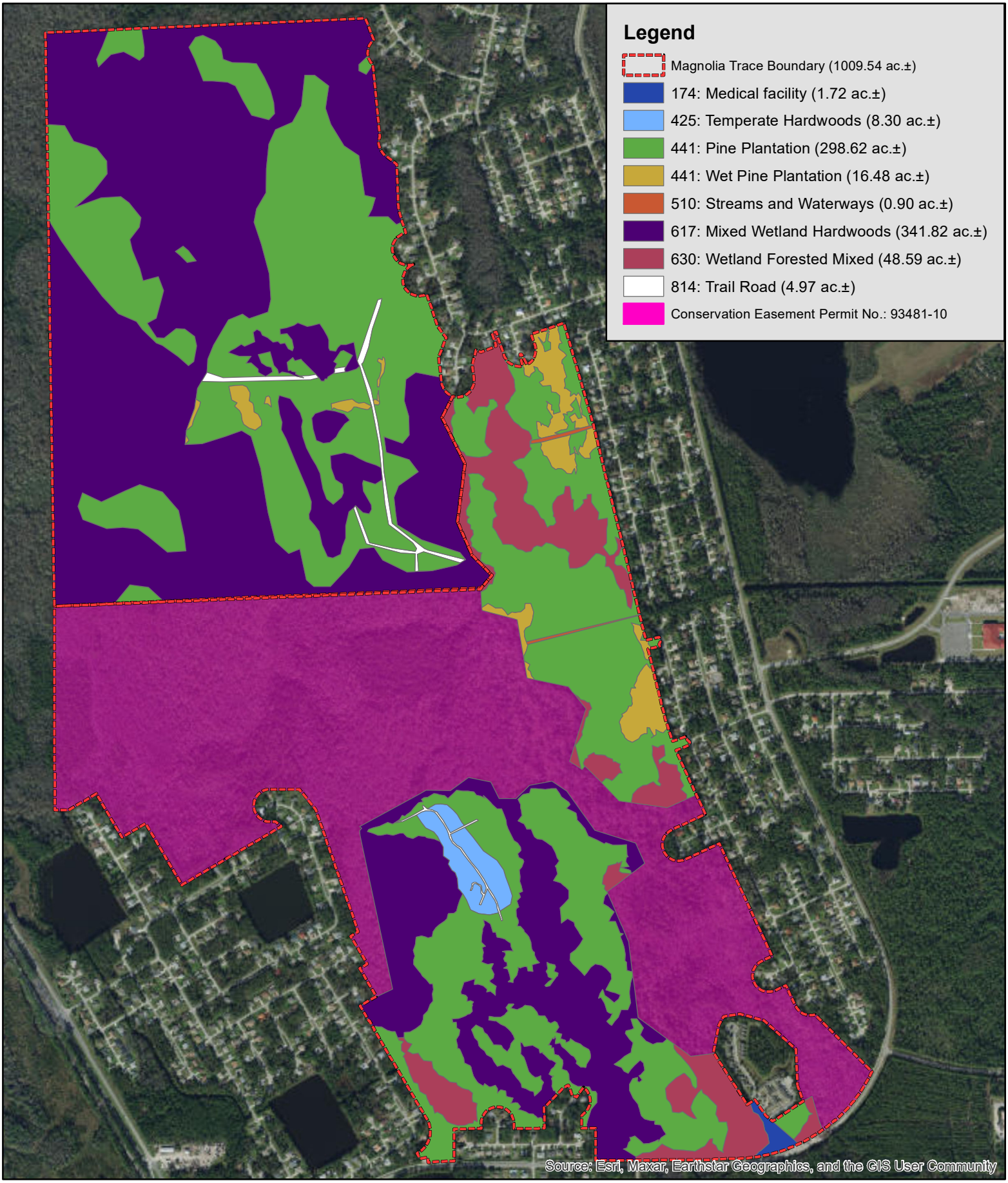
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 5
FLUCFCS Map

N
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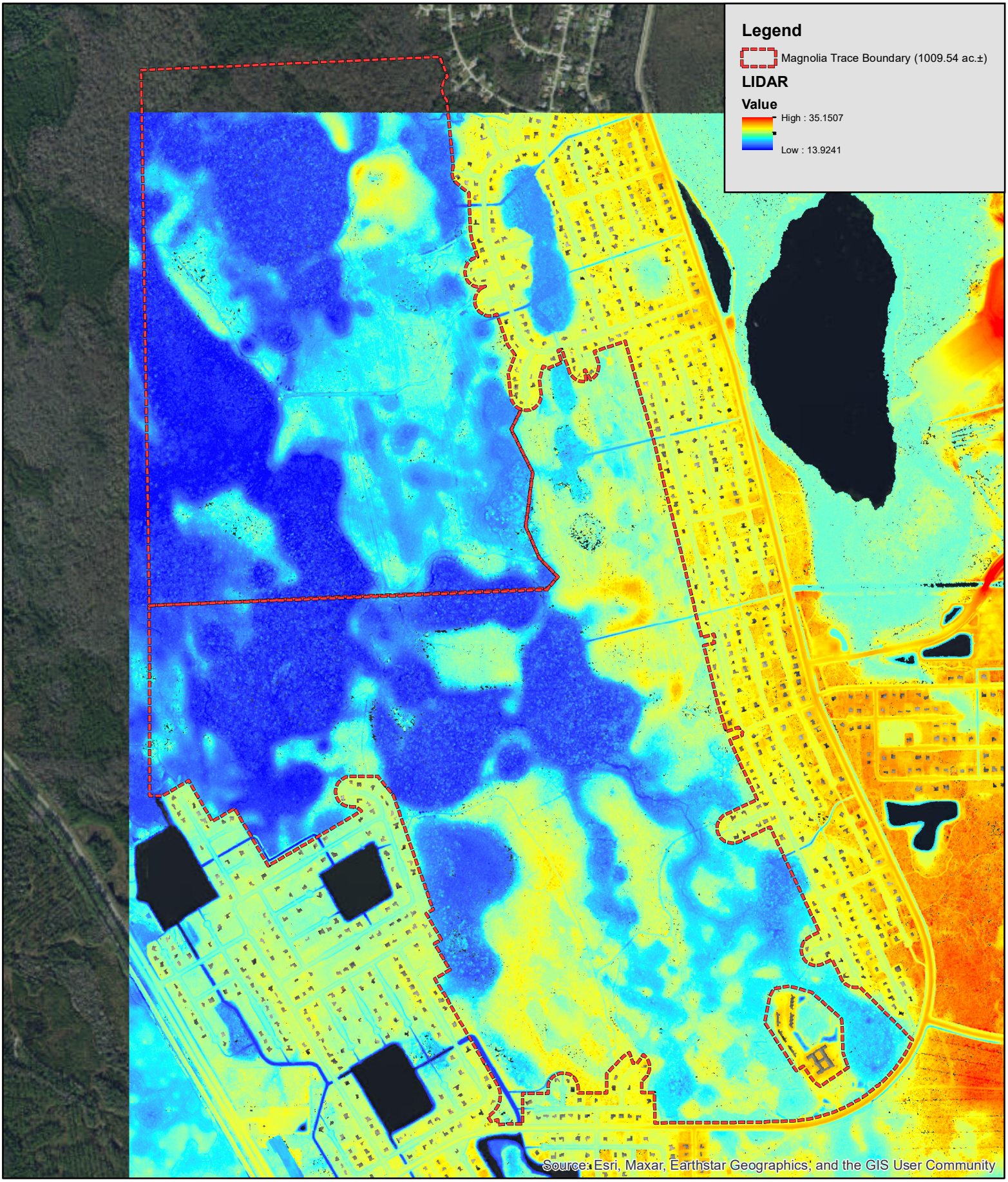
1,250
Feet

Project #: 1253-02
Produced By: GAC
Date: 11/15/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 6
LIDAR Map

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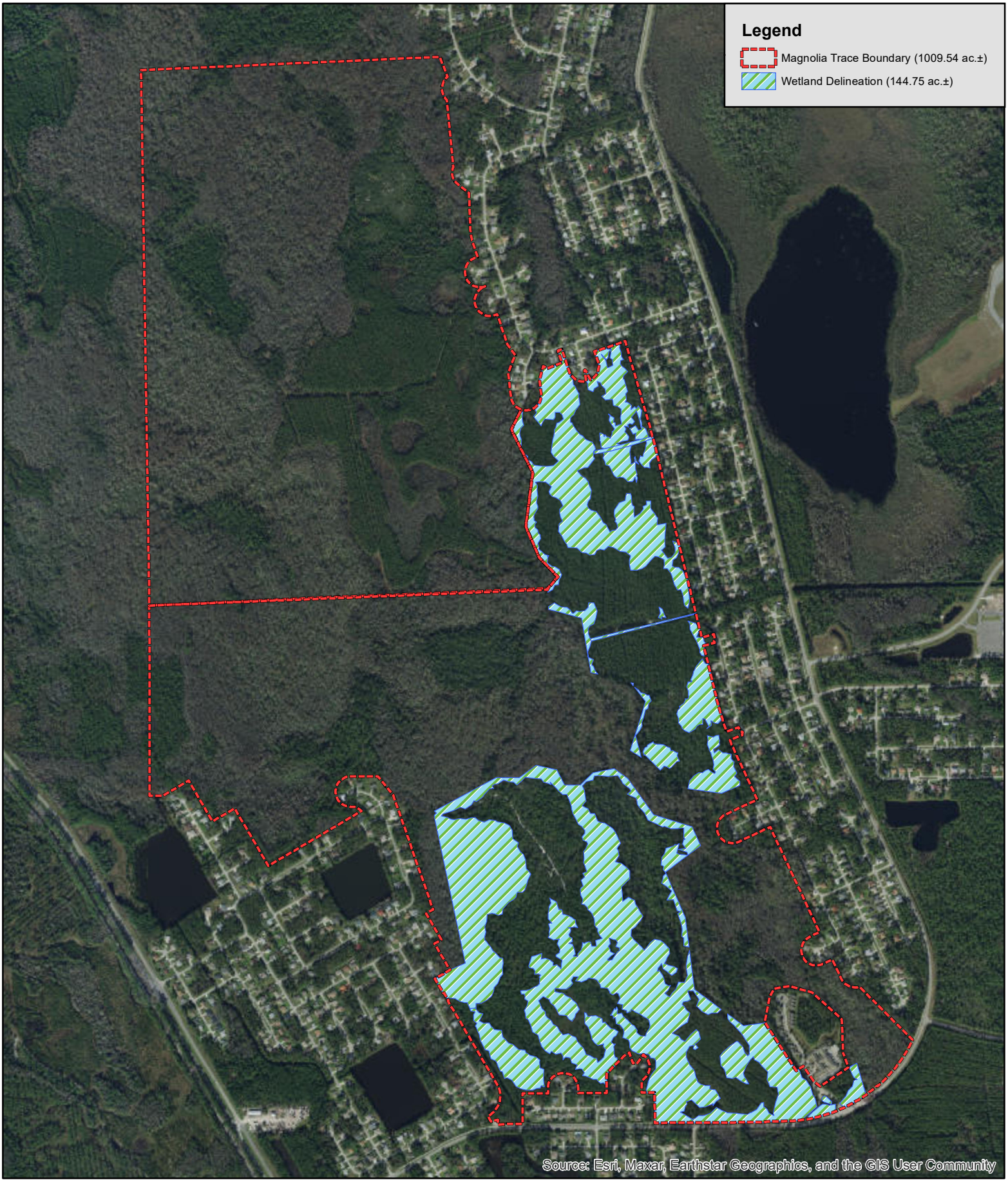
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 7
Approximate Wetlands Map

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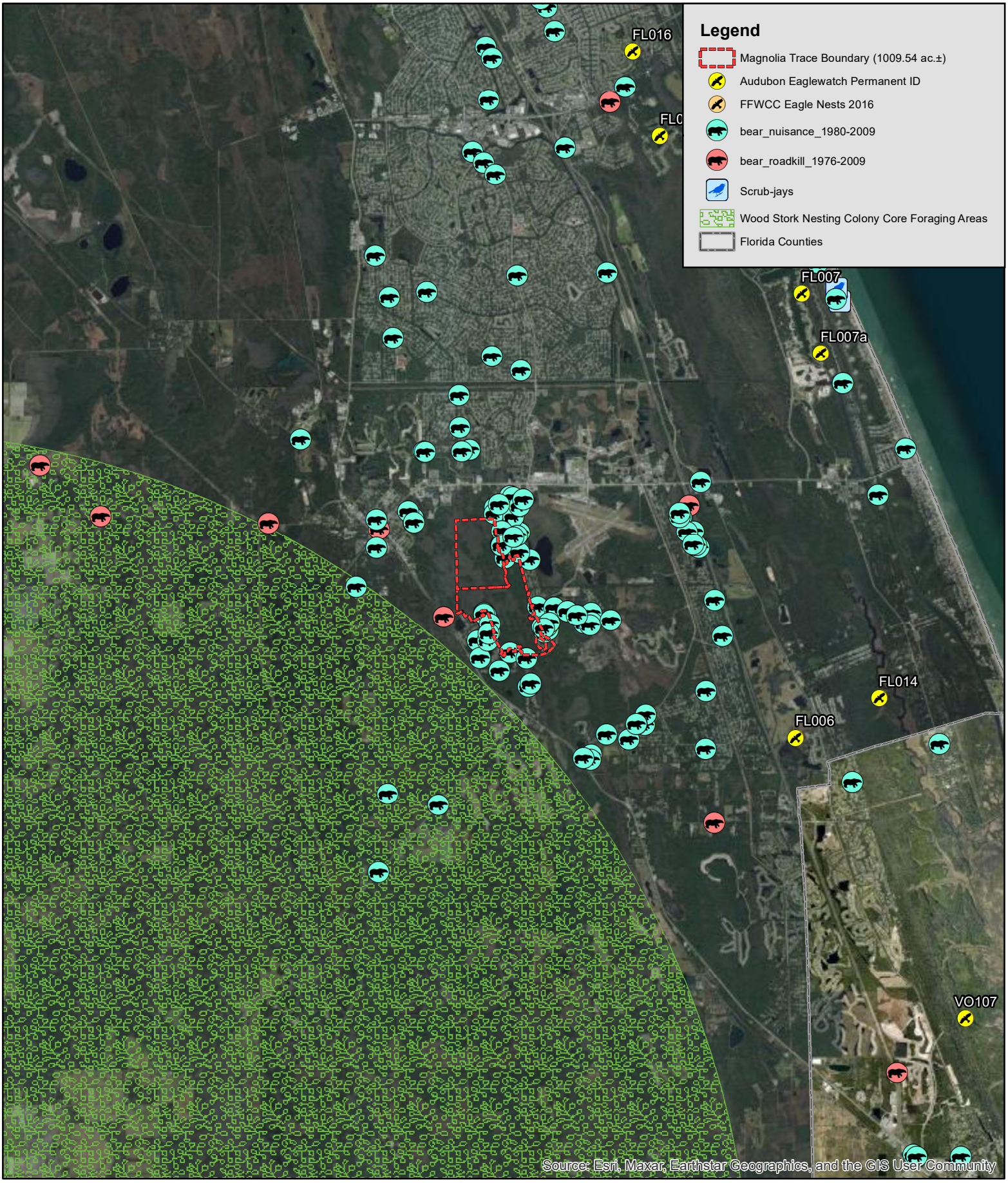
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 8
Wildlife Map

N
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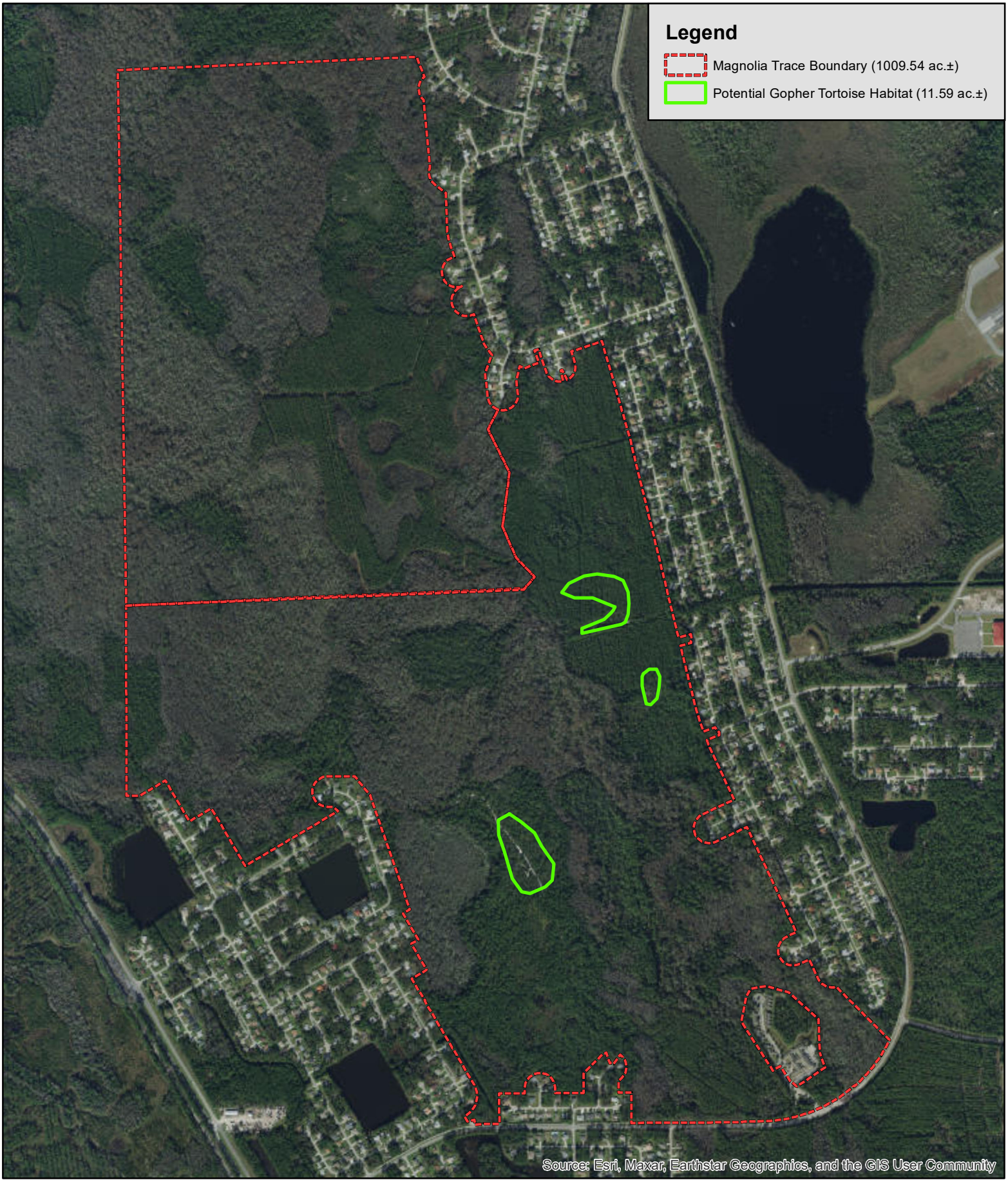
10,000
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/14/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 8
Potential GT Habitat Map

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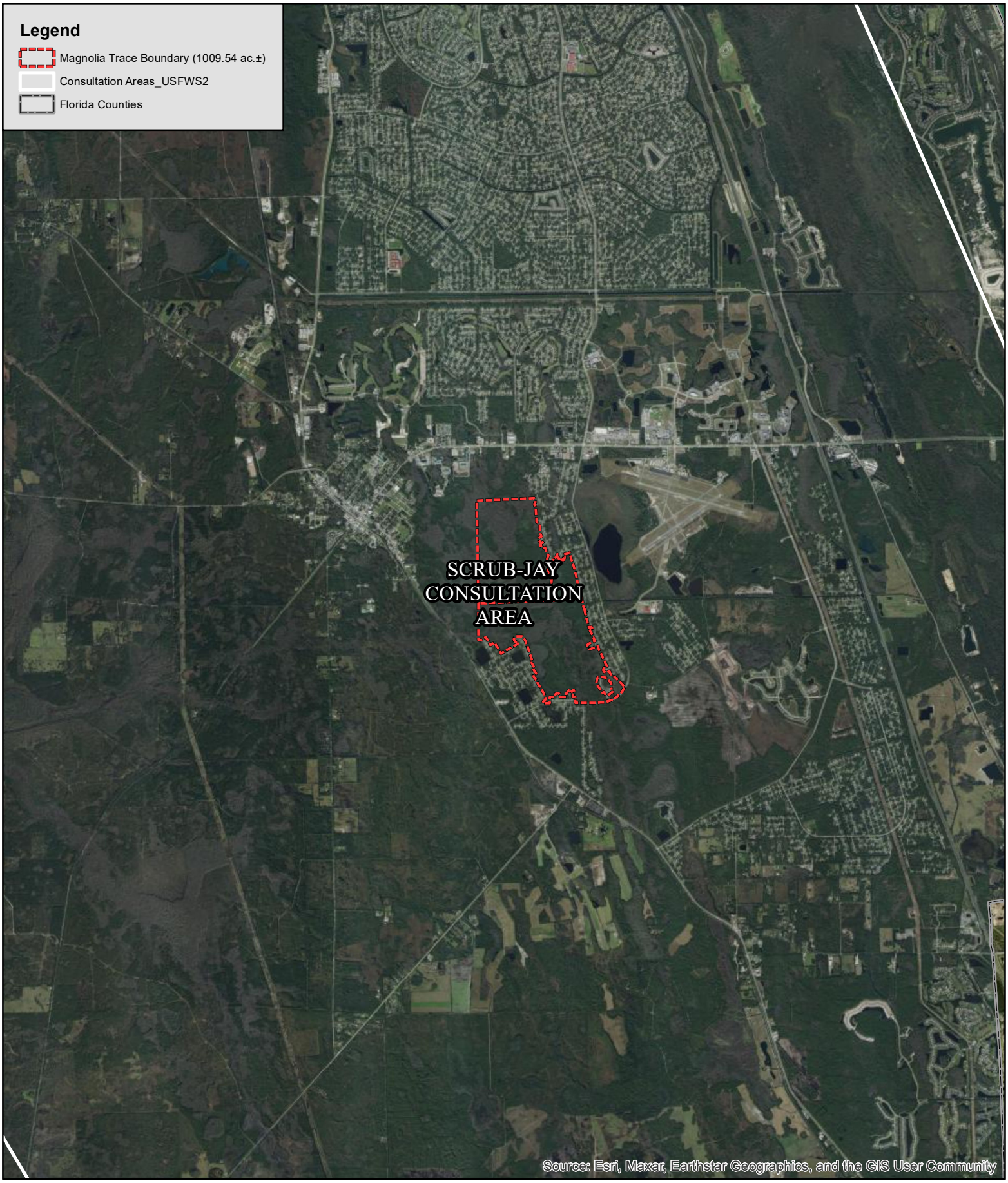
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/15/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 9
USFWS Wildlife Consultation Areas

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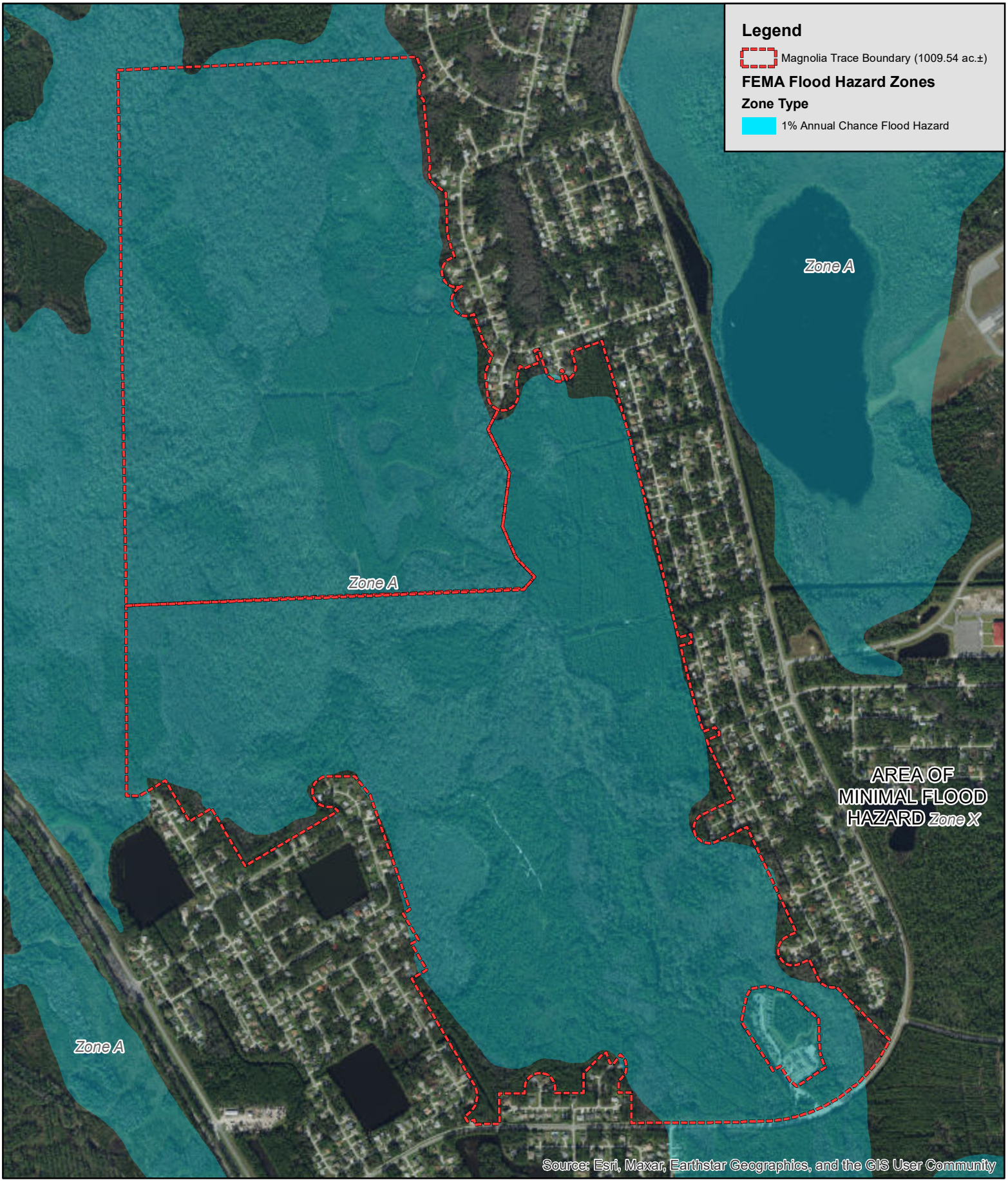
7,000
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/15/2022



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Magnolia Trace Property
Flagler County, Florida
Figure 10
FEMA Flood Hazard Zones Map

N
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1,300
Feet

Project #: 1253-02
Produced By: NRK
Date: 11/15/2022

Table 1: Flagler County, Florida
Potentially Occuring Listed Wildlife and Plant Species in Flagler County, Florida

Scientific Name	Common Name	Federal Status	State Status
FISH			
Enneacanthus chaetodon	Blackbanded Sunfish	N	N
Umbra pygmaea	Eastern Mudminnow	N	N
Acipenser oxyrinchus desotoi	Gulf Sturgeon	LT	LS
Acantharchus pomotis	Mud Sunfish	N	N
Ameiurus serracanthus	Spotted Bullhead	N	N
Micropterus notius	Suwannee Bass	N	LS
AMPHIBIANS			
Ambystoma cingulatum	Flatwoods Salamander	LT	LS
Rana capito	Gopher Frog	N	LS
Notophthalmus perstriatus	Striped Newt	N	LT
Ambystoma tigrinum	Tiger Salamander	N	N
REPTILES			
Macrochelys temminckii	Alligator Snapping Turtle	N	LS
Alligator mississippiensis	American Alligator	SAT	LS
Crotalus adamanteus	Eastern Diamondback Rattlesn	N	N
Drymarchon couperi	Eastern Indigo Snake	LT	LT
Pituophis melanoleucus mugitu	Florida Pine Snake	N	LS
Gopherus polyphemus	Gopher Tortoise	N	LS
Stilosoma extenuatum	Short-tailed Snake	N	LT
Heterodon simus	Southern Hognose Snake	N	N
Clemmys guttata	Spotted Turtle	N	N
Pseudemys concinna suwannie	Suwannee Cooter	N	LS
Crotalus horridus	Timber Rattlesnake	N	N
Mammals			
Eptesicus fuscus	Big Brown Bat	N	N
Ursus americanus floridanus	Florida Black Bear	N	LT*
Podomys floridanus	Florida Mouse	N	LS
Lasiurus cinereus	Hoary Bat	N	N
Corynorhinus rafinesquii	Rafinesque's Big-eared Bat	N	N
Neofiber alleni	Round-tailed Muskrat	N	N
Sciurus niger shermani	Sherman's Fox Squirrel	N	LS
Myotis austroriparius	Southeastern Bat	N	N
Mustela frenata olivacea	Southeastern Weasel	N	N

BIRDS			
Aimophila aestivalis	Bachman's Sparrow	N	N
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	LT
Laterallus jamaicensis	Black Rail	N	N
Nycticorax nycticorax	Black-crowned Night-heron	N	N
Pelecanus occidentalis	Brown Pelican	N	LS
Accipiter cooperii	Cooper's Hawk	N	N
Athene cunicularia floridana	Florida Burrowing Owl	N	LS
Grus canadensis pratensis	Florida Sandhill Crane	N	LT
Aphelocoma coerulescens	Florida Scrub-jay	LT	LT
Plegadis falcinellus	Glossy Ibis	N	N
Ardea alba	Great Egret	N	N
Picoides villosus	Hairy Woodpecker	N	N
Ixobrychus exilis	Least Bittern	N	N
Aramus guarauna	Limpkin	N	LS
Egretta caerulea	Little Blue Heron	N	LS
Seiurus motacilla	Louisiana Waterthrush	N	N
Falco columbarius	Merlin	N	N
Pandion haliaetus	Osprey	N	LS*
Falco peregrinus	Peregrine Falcon	N	LE
Picoides borealis	Red-cockaded Woodpecker	LE	LS
Egretta thula	Snowy Egret	N	LS
Falco sparverius paulus	Southeastern American Kestrel	N	LT
Elanoides forficatus	Swallow-tailed Kite	N	N
Egretta tricolor	Tricolored Heron	N	LS
Eudocimus albus	White Ibis	N	LS
Mycteria americana	Wood Stork	LE	LE
Nyctanassa violacea	Yellow-crowned Night-heron	N	N

VASCULAR PLANTS			
Adiantum tenerum	Brittle Maidenhair Fern	N	LE
Gymnopogon chapmanianus	Chapman's Skeletongrass	N	N
Asplenium x curtissii	Curtiss' Spleenwort	N	N
Asplenium pumilum	Dwarf Spleenwort	N	LE
Pycnanthemum floridanum	Florida Mountain-mint	N	LT
Matelea floridana	Florida Spiny-pod	N	LE
Brickellia cordifolia	Flyr's Brickell-bush	N	LE
Pteroglossaspis ecristata	Giant Orchid	N	LT
Forestiera godfreyi	Godfrey's Privet	N	LE
Malaxis unifolia	Green Adder's-mouth	N	LE
Agrimonia incisa	Incised Groove-bur	N	LE
Najas filifolia	Narrowleaf Naiad	N	LT
Salvia urticifolia	Nettle-leaved Sage	N	LE
Coelorachis tuberculosa	Piedmont Jointgrass	N	LT
Litsea aestivalis	Pondspice	N	LE
Callirhoe papaver	Poppy Mallow	N	LE
Asplenium plenum	Ruffled spleenwort	N	N
Sideroxylon alachuense	Silver Buckthorn	N	LE
Asplenium monanthes	Single-sorus Spleenwort	N	LE
Blechnum occidentale	Sinkhole Fern	N	LE
Cheilanthes microphylla	Southern Lip Fern	N	LE
Verbesina heterophylla	Variable-leaf Crownbeard	N	N
Asplenium heteroresiliens	Wagner's Spleenwort	N	N

PT-Proposed for listing as Threatened species.

C-Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.

XN-Non-essential experimental population.

MC-Not currently listed, but of management concern to USFWS.

N-Not currently listed, nor currently being considered for listing as Endangered or Threatened.

STATE LEGAL STATUS - ANIMALS

LE-Endangered: species, subspecies, or isolated population so few or depleted in number or so restricted in range that it is in imminent danger of extinction.

LT-Threatened: species, subspecies, or isolated population facing a very high risk of extinction in the future.

LS-Species of Special Concern is a species, subspecies, or isolated population which is facing a moderate risk of extinction in the future.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.

PS-Proposed for listing as Species of Special Concern.

N-Not currently listed, nor currently being considered for listing.

STATE LEGAL STATUS - PLANTS

LE-Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.

LT-Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.

N-Not currently listed, nor currently being considered for listing.

COUNTY OCCURRENCE STATUS

Vertebrates and Invertebrates:
C = Confirmed
P = Potential
N = Nesting

Plants, Natural Communities, and Other:
C = **Confirmed**
R = Reported

** See Rank and Status Explanations and Definitions, Special Animal Listings - Federal and State Status

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

US Army Corps of Engineers
701 San Marco Blvd.
Jacksonville, FL 32207-8175

April 17, 2026

RE: DHR Project File No.: 2025-1877-B Received by DHR: March 31, 2026
Phase II & Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida

To Whom It May Concern:

Our office reviewed the referenced project in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended, and its implementing regulations in *36 CFR Part 800: Protection of Historic Properties*, as well as Chapters 267.061 and 373.414, *Florida Statutes*, and implementing state regulations for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*. The project is subject to compliance with requirements for St. Johns River Water Management District (SJRWMD) No. 194723-3 and United States Army Corps of Engineers (USACE) Permit Application No. SAJ-2004-04984, SAJ-2007-05638, SAJ-2025-03550.

In February 2026, Heritage Cultural Services, LLC (HCS) undertook a Phase III CRAS of previously recorded archaeological site 8FL29 (Gore Lake Mound; SHPO Likely Eligible, 2004), located on approximately 0.25 acre of land proposed for development by GreenPointe Developers, LLC, in Flagler County. HCS excavated the sites with ten contiguous 1m-by-1m test units and four 1m-by-5m trenches to recover any and all data that would otherwise have been lost in the course of development. As a result of the survey, HCS notes:

> Ten controlled unit excavations (1 x 1-meter units forming a 1 x 10-meter trench) across the center of the mound floor and four radiating exploratory trenches excavated in levels by an archaeological backhoe operator (see Excavation Plan), produced no interments, burial remains, or human skeletal materials. Only five artifacts (St. Johns Plain pottery sherds) were recovered from the upper levels of the 1 x 1-meter units.
>
> Consequently, it is the observations and opinion and of Heritage Cultural Services, LLC, that no cultural stratigraphy or cultural context exists below the mound floor and that the Gore Lake Mound (8FL00029) should be considered completely destroyed and ineligible for listing on the National Register of Historic Places. No further archaeological work is recommended.

Based on the information provided, our office finds the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code*. USACE has provided the following review:

> the Corps received and reviewed Phase II and Phase III Archaeological Investigations of the Gore Lake Mound (8FL00029), Flagler County, Florida, prepared by Heritage Cultural Services,

> LLC (HCS), dated December 2025, and finds the report complete and the field work appropriate and sufficient in accordance with Chapters 1A-46, Florida Administrative Code and with Federal regulation 36 CFR 800: Protection of Historic Properties. The purpose of the study, conducted October - December 2025, was to investigate the integrity of the Gore Lake Mound (8FL00029) and evaluate its potential eligibility for nomination to the NRHP. Per HCS, the mound (above ground portion of the site) has been compromised (nearly leveled), but due to prior reports of subsurface archaeological deposits containing human skeletal remains, the site was deemed potentially eligible for listing on the NRHP [...]
>
> No burial remains, skeletal material, or cultural materials were observed or recovered within the trenches. It is HCS opinion that no cultural stratigraphy or cultural context exists below the mound floor and that the Gore Lake Mound (8FL00029) should be considered completely destroyed and ineligible for listing on the NRHP, and no further archaeological work is recommended.
>
> Based on the results of the Phase II and Phase III survey, this office concurs with the investigator's recommendations and finds that the proposed project will have no adverse effect to historic properties, and no further work is required.

This office concurs with the determination provided by USACE.

If you have any questions, please contact Ethan Putman, Historic Preservationist, by email at *Ethan.Putman@dos.fl.gov*.

Sincerely,

Kelly L Chase
For

Alissa Slade Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

MAGNOLIA TRACE PARCEL IDENTIFICATION NUMBERS

13-12-30-0650-000A0-0010

24-12-30-0650-000A0-0010

24-12-31-4150-00T50-0000

24-12-31-4140-00T40-0000

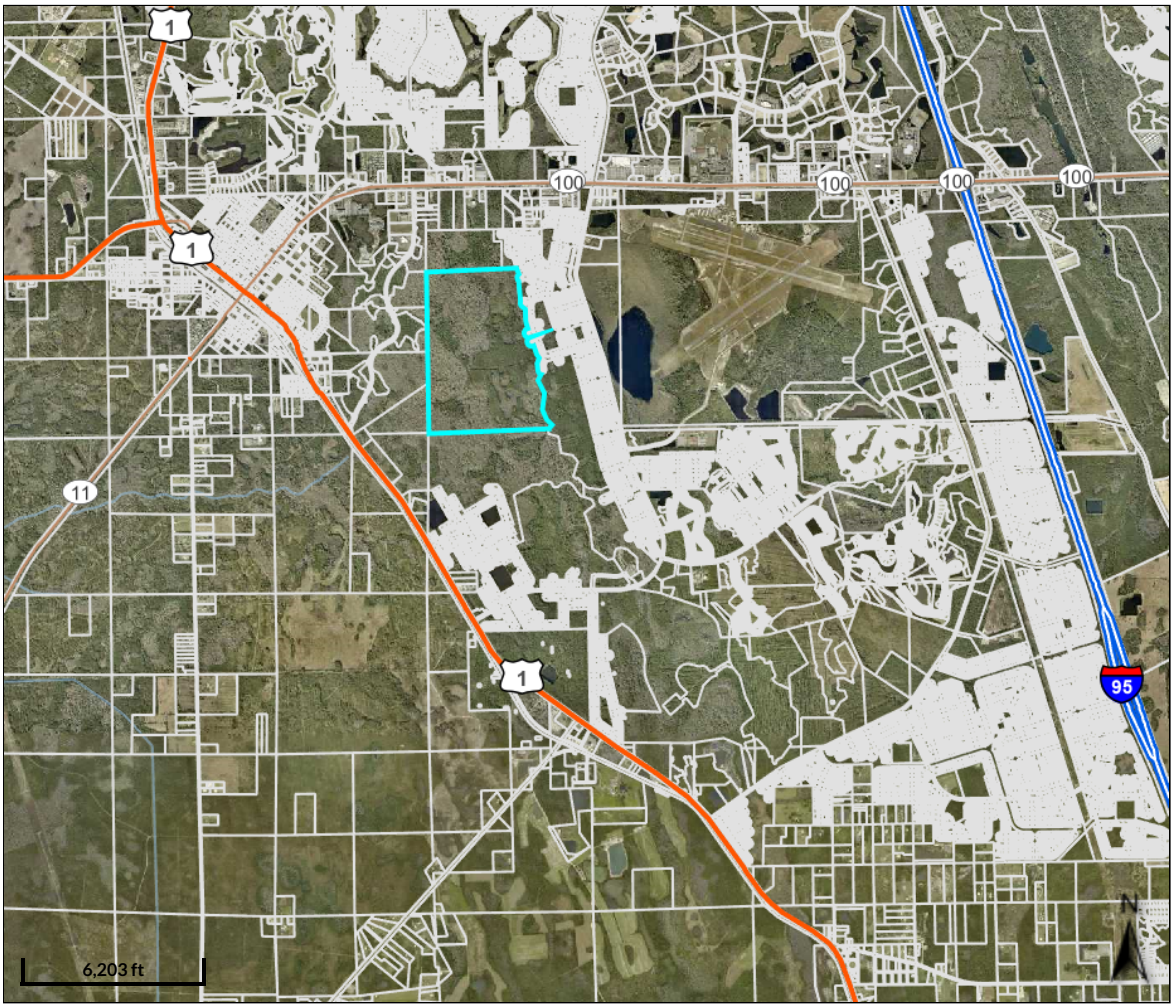
19-12-31-0650-000C0-0011

19-12-31-4120-00T20-0000

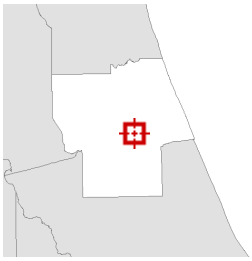
19-12-31-4110-00T10-0000

19-12-31-4130-00T30-0000

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

Parcels

Streams and Rivers

Parcel ID	13-12-30-0650-000A0-0010	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721	**Land Value**	$103,808	**Last 2 Sales**			
Prop ID	11763			**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	CONSERVATION					6/1/2003	$945000	V	Q
Taxing District	61			**Building Value**	$0	4/1/1996	$23387900	I	Q
GIS sqft	18,264,738.712	**Physical Address**	n/a	**Misc Value**	$0				
				Just Value	$103,808				
				Assessed Value	$103,808				
				Exempt Value	$0				
				Taxable Value	$103,808				

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

ADAMS HOMES OF NORTHWEST FLOR
100 W GARDEN STREET SECOND FLOC
PENSACOLA, FL 32502

ALERS CARLOS &
DEBORAH H&W
1 ZAUNSTOWN PLACE
PALM COAST, FL 32164

ALLEN EFFIE MAE
6 ZAMARO PL #2
PALM COAST, FL 32164

ANDERSON MICHAEL T
21 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

ANDRE ALLEN &
SANDRA ANDRE
7 ZACHARIAS PLACE
PALM COAST, FL 32164

ANTONETTI NANCY & JOSE MANUEL SF
4 ZACHARIAS PLACE
PALM COAST, FL 32164

BAILEY COREY & MILAGROS
MARBELLA MEDINA BARRERA H&W
5 ZAFTIG COURT
PALM COAST, FL 32164

BAKER BONNIE L & DAVID A W&H
62 ZAUN TRAIL
PALM COAST, FL 32164

BARKOSKIE ADAM E & LAUREN E
BARKOSKIE H&W
18 ZEPHYR LILY PLACE
PALM COAST, FL 32164

BASNETT GREGORY K &
BONITA C RENNA
23 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

BEAUDET JOHN P &
PATRICIA A
6 ZACHARIAS PLACE
PALM COAST, FL 32164

BLITZ EDWARD & JANNETTE D H&W
LIFE ESTATE
35 ZAUN TRAIL
PALM COAST, FL 32164

BLITZ EDWARD &
JANNETTE D H&W LIFE ESTATE
35 ZUAN TRAIL
PALM COAST, FL 32164

BOGGS DONNA LIFE ESTATE
14 ZACHARIAS PLACE
PALM COAST, FL 32164

BRANNAN TALMADGE L
20 POLLY COURT
COVINGTON, GA 30016

BREA JUAN J
& CHRISTINA D H&W
36 ZAUN TRAIL
PALM COAST, FL 32164

CALDONE MARGARITA
5 ZACHARIAS PL
PALM COAST, FL 32164

CAMPBELL ROBERT R &
JANICE H&W
PO BOX 2443
BUNNELL, FL 32110

CATALANO MICHELE M LIFE ESTATE
42 ZAUN TRAIL
PALM COAST, FL 32164

CHANDLER JOSHUA & REBECCA LYNN
CHANDLER H&W
13 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

CINTRON JULIO C JR &
CAROL MOELLENDORF II H&W
4 ZAUN CT
PALM COAST, FL 32164

CITY OF PALM COAST FLORIDA
160 LAKE AVENUE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLOER LORI ANN RUNDELL TRUSTEE
70 ZAUN TRAIL
PALM COAST, FL 32164

COMIAN X TAX LIEN FUND LLC
700 ROUTE 130 N STE 101
CINNAMINSON, NJ 08077

CORBETT THOMAS A &
LOUISE A H&W
6 ZAUN COURT
PALM COAST, FL 32164

CORTE-REAL LIDIA
LIFE ESTATE
5 ZAMORO PL
PALM COAST, FL 32164

COVELL STANLEY DEAN
TRUST
12 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

COWLES RONALD E
2 ZAMORO PLACE
PALM COAST, FL 32164

DALLER CODY A & JENNA N
DAVIS JTWROS
60 ZAUN TRAIL
PALM COAST, FL 32164

DAVIS GREGORY A & HELEN MARIE DAVIS H&W
16 ERICKSON PLACE
PALM COAST, FL 32164

DELUCA FELIX A JR & DIANA J H&W
1 ZAMIA PLACE
PALM COAST, FL 32164

DEMERS ALLEN S & MICHELLE H&W
8 ZACHARIAS PLACE
PALM COAST, FL 32164

DENNIS J ROSSI & KATHLEEN I ROSSI TRUST
4175 SANORA LN
ORMOND BEACH, FL 32174

DEPASQUALE ANTHONY J & MEGAN E MURPHY JTWROS
5 ZEOLITE PLACE
PALM COAST, FL 32164

DORMITORIO DAWN J
1109 HYDE PARK LANE
NAPERVILLE, IL 60565

EDWARDS PHYLLIS & STEPHEN V H&W
5 ZAUN COURT
PALM COAST, FL 32164

EHREN JORDAN TAYLOR & BRANDI TAM & MICHAEL LEE EHREN & BRITT ALMAN
2824 W PAXTON AVENUE
TAMPA, FL 33611

EP SAMMIT & PEO UM EP H&W
2 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FERREIRA ANDREA & CLAUDIA CORRALES JTROWS
6 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FIGUEROA JENNIFER F
8 ZAHAROFF
PALM COAST, FL 32164

FLINCHUM SUSAN D
34 ZAUN TRAIL
PALM COAST, FL 32164

FOWLER SAMUEL & LINDSAY H&W
4 ZAUNSTOWN PLACE
PALM COAST, FL 32164

GALUSHA JOHN M & REBECCA C H&W
8 KALANCHOE CT
PALM COAST, FL 32164

GRATI IGOR
3845 MAPLE AVE
BROOKLYN, NY 11224

GREISS THOMAS & JOANN H&W & LOUIS MICHAEL GREISS JTWROS
28 ZEPHYR LILY TRL
PALM COAST, FL 32164

GRISHIN DENIS V
277 SAYRE DRIVE
PRINCETON, NJ 08540

GROHOLSKI THOMAS
16 ZEPHYR LILY PLACE
PALM COAST, FL 32164

HAGERTY MARILYN R
3 ZAUNSTOWN PLACE
PALM COAST, FL 32164

HAKOBYAN SIRANUSH & GRIGOR ROBERTS JTWROS
83 ZAUN TRAIL
PALM COAST, FL 32164

HAKOBYAN SIRANUSH
83 ZAUN TRAIL
PALM COAST, FL 32164

HAVLIN LAUREL
68 ZAUN TRAIL
PALM COAST, FL 32164

HEAR THEANG SOK & HEANG HEAR JTWROS
4758 ALLISON CREEK RD
YOUR, SC 29745

HENDERSON CHARLES E & KATHY G TRUSTEES
10 ZACHARIAS PLACE
PALM COAST, FL 32164

HERNANDEZ MARGARITA
57 ZAUN TRAIL
PALM COAST, FL 32164

HOFER PATRICIA W LIFE ESTATE
41 ZAUN TRAIL
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOLMAN T NELLY
764 LIVINGSTON DR
ALLEN, TX 75002

HUNT-WILSON VICKIE L
3 ZACHARIAS PL
PALM COAST, FL 32164

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JOHNSON DORIC JOYCE
289 MADISON AVE
IRVINGTON, NJ 07111

JONES LAURA ANNA & KENNETH BRUC
66 ZAUN TRL
PALM COAST, FL 32164

JORGE MERCEDES
LIFE ESTATE
742 NW 173 TERR
PEMBROKE PINES, FL 33029

KATE PROPERTY GROUP LLC
57 NEW LEATHERWOOD DR
PALM COAST, FL 32137

KEHRLE GWYN D & MATTHEW W&H
16 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

KELLEY RAYMOND SCOTT &
DENNIS MICHAEL YOUNG AMC
5 ZAMIA PLACE
PALM COAST, FL 32164

KIDD JUSTIN & ALYSSA H&W
3 FOX HOLLOW DRIVE
ORMOND BEACH, FL 32174

KINNEY DOUGLAS & PATRICIA H&W
LIFE ESTATE
63 ZAUN TRAIL
PALM COAST, FL 32164

KOENIG DAVID W & LYNN S H&W
2 ZAMIA PLACE
PALM COAST, FL 32164

KOVALCHUK ELENA
& VICTOR H&W
3458 SPRING ROSE WAY
SACRAMENTO, CA 95827

LEWANDOWSKI JAMES
67 ZAUN TRAIL
PALM COAST, FL 32164

LINDSTROM EDWIN O III
TRUSTEE
7 ZEOLITE PLACE
PALM COAST, FL 32164

MAHAN THOMAS & JUDY H&W
20 ZEPHYR LILY TRL
PALM COAST, FL 32164

MARINEZ KATARZYNA
39 ZAUN TRAIL
PALM COAST, FL 32164

MARTINO PATRICIA
& JOSEPH MARTINO W&H
6 ZEOLITE PL
PALM COAST, FL 32164

MARUSAK MICHELE D & JAMES
ROSS JR & LINDA R HUGHES
2440 SOUTHVUE DR
PITTSBURGH, PA 15241

MARUT JOSEPH A & DAWN P
KNOWLDEN
189 MAPLE AVE
WALLINGTON, NJ 07057

MASER KIMBERLY JOY &
JUSTIN MICHAEL H&W
9 ZACHARIAS PLACE
PALM COAST, FL 32164

MAXWELL BARBARA
73 ZAUN TRAIL
PALM COAST, FL 32137

MAZUR JANUSZ
5318B CANOGA AVE
WOODLAND HLS, CA 91364

MCKEOWN ERIN M
3 ZAMORO PLACE
PALM COAST, FL 32164

MCKEOWN ERIN
3 ZAMORO PLACE
PALM COAST, FL 32164

MIZRAHI YONEH
1472 52RD STREET APT 6C
BROOKLYN, NY 11219

MORCOS SELIM A & MARY
28204 KENTON LANE
SANTA CLARITA, CA 91350

MORIE WILLIAM & RENEE H&W
1 ZEPPELIN COURT
PALM COAST, FL 32164

MROCHKO TARAS
& TETIANA H&W
63 WOOD HAVEN DRIVE
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OBAL STEPHEN & PHILIP
TRUSTEES
10801 S 209TH E AVENUE
BROKEN ARROW, OK 74014

OFFORD JOHN
& CONNIE H&W
6121 WEST 117TH AVENUE
CROWN POINT, IN 46307

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

OTLR BMO 3 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAREDES-PUCCI JORGE H &
GRACIELA N PAREDES H&W
40 ZAUN TRAIL
PALM COAST, FL 32164

PAVLOVSKA SVETLANA
2 ZAFTIG COURT
PALM COAST, FL 32164

PEER MICHAEL VAUGHN
72 ZAUN TRAIL
PALM COAST, FL 32164

PENA KIARA FRAGUADA & GABRIEL RA
64 ZAUN TRAIL
PALM COAST, FL 32164

RAUCH JOSEPH T & BARBARA E
7300 MARISA DRIVE
GREENSBORO, NC 27455

RAUSCHER DARYL & LANA H&W
PO BOX 607
BUNNELL, FL 32110

REYES BYRON F & GINA A H&W
1137 AMBER VISTA LANE
KNOXVILLE, TN 37914

RIVERA OSVALDO & STEPHEN P
FULLMAN JTWROS
4 ZEPPELIN COURT
PALM COAST, FL 32164

ROBERTS PERRY LEE &
KATHLEEN D H&W
3 ZAMIA PLACE
PALM COAST, FL 32164

RODA STELLA I & NANCY M RODA
TRUSTEES
P O BOX 218
WILLOUGHBY, OH 44096

RODRIGUEZ LILIANA DEL CARMEN
& MELODY NAZAL SIVRI JTWROS
11 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

ROSIEK DAVID A & ELIZABETH A H&W
48 ZAUN TRAIL
PALM COAST, FL 32164

ROSSI DENNIS J & KATHLEEN I
ROSSI TRUST
4175 SANORA LN
ORMOND BEACH, FL 32174

ROTHEY STEPHANIE SNOW &
ALLEN GEORGE JR H&W
5 ZAHAROFF PLACE
PALM COAST, FL 32164

SANCHEZ JOSE A & LUISA A &
ALIDA G SANCHEZ
18711 NW 79 COURT
MIAMI, FL 33015

SANGSTER GEORGE
1 ZEOLITE PLACE
PALM COAST, FL 32164

SCHMIDT SIEGMUND &
CHRISTINA H&W
27 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

SMITH MICHAEL J & PATRICIA H&W
59 ZAUN TRAIL
PALM COAST, FL 32164

SOLOMON WILFREDO
& BARBRA SOLOMON OCONNOR
1 PIERSON GREEN
CROMWELL, CT 06416

SPENCER JASON
43 ZAUN TRAIL
PAIM COAST, FL 32164

STOF HOLDINGS LLC
6300 STIRLING ROAD
HOLLYWOOD, FL 33024

TAZZETTO DAWN M
30 ZEPHRY LILY TRAIL
PALM COAST, FL 32164

THE JODIE WESLEY BEVEL REVOCABL
EDNA ROSETTA SAUNDERS-BEVEL RE
2 ZAUN COURT
PALM COAST, FL 32164

TOWNSEND LESLIE
15 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

TUCKER RYAN MICHAEL &
CHRISTINA JACKIE H&W
61 ZAUN TRL
PALM COAST, FL 32164

TULLAI DANIEL W & DOLORES M H&W
76 ZAUN TRAIL
PALM COAST, FL 32164

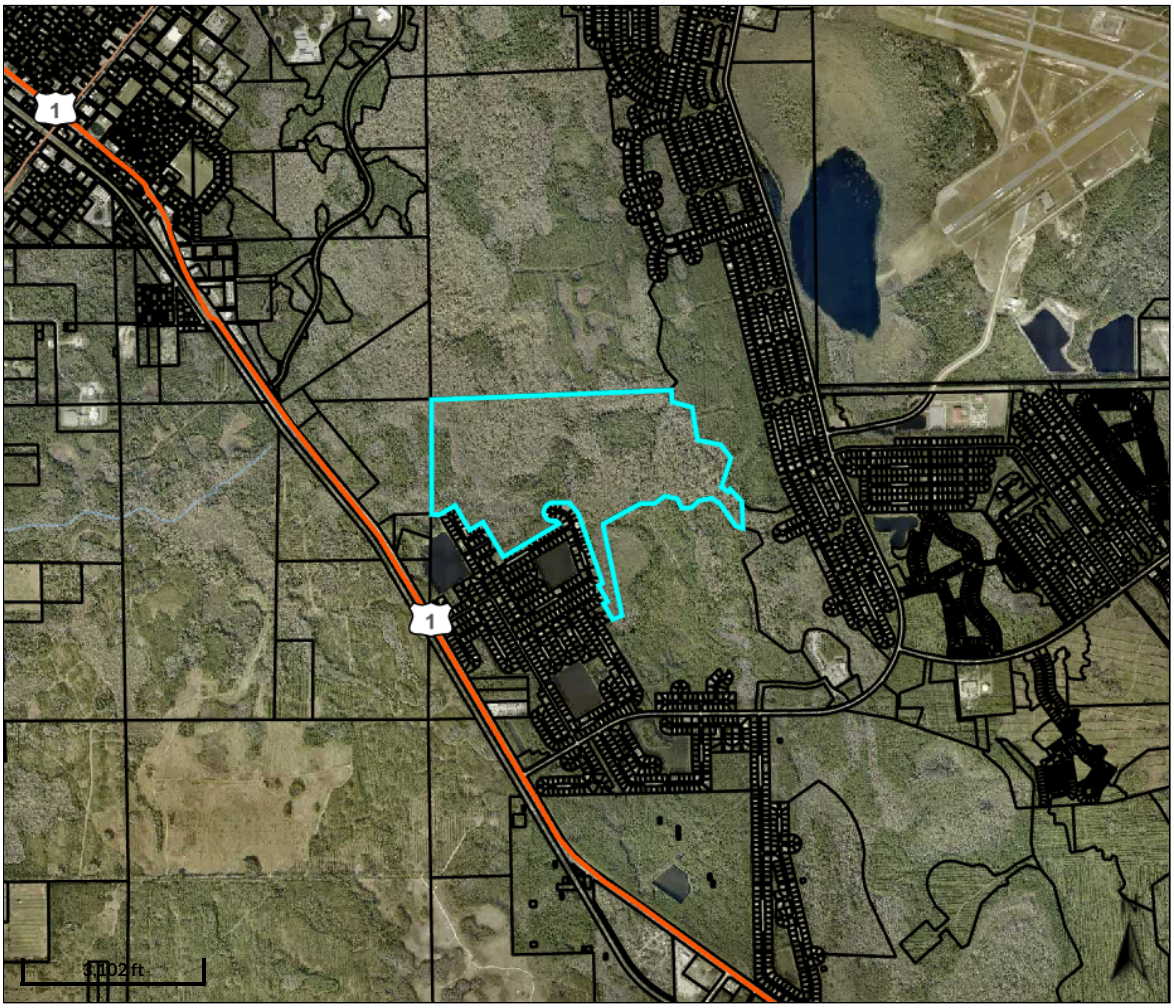
VANDYKE RAYMOND R &
DOROTHY J H&W
7 ZAHAROFF PLACE
PALM COAST, FL 32164

WEST FRANK
14 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

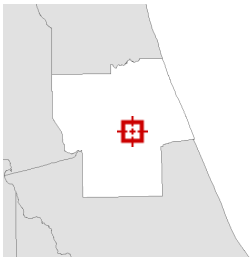
YELLEN JOYCE
4 ZACHARY PLACE
PALM COAST, FL 32164

ZION RICHARD & DORA H&W
3 ZAHAROFF PLACE
PALM COAST, FL 32164

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	24-12-30-0650-000A0-0010	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721	**Land Value**	$56,145	**Last 2 Sales**			
Prop ID	12124			**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	CONSERVATION					6/1/2003	$945000	V	Q
Taxing District	61			**Building Value**	$0	4/1/1996	$23387900	I	Q
GIS sqft	9,754,710.412	**Physical Address**	n/a	**Misc Value**	$0				
				Just Value	$56,145				
				Assessed Value	$56,145				
				Exempt Value	$0				
				Taxable Value	$56,145				

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

3DRE LLC
2800 N 6TH STREET 790
ST AUGUSTINE, FL 32084

40 KASHMIR TRAIL LAND TRUST &
HAMMOCK MANAGEMENT LLC TRUSTE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

65 KALAMAZOO LAND TRUST
416 S CENTRAL AVE
FLAGLER BEACH, FL 32136

69 KASHMIR TRAIL LLC
34194 AURORA RD #128
SOLON, OH 44139

A AND R-MERIDIAN REAL ESTATE ASSE
688 N ORLANDO AVENUE SUITE 207
ORLANDO, FL 32801

ABARCAR ROBERTO R
90 PARK TERRACE EAST APT 1H
NEW YORK, NY 10034

ABATINO MARIA E
236 MALLARD COURT
YORKTOWN HEIGHTS, NY 10598

AFFORDABLE HOMES OF TREASURE
COAST LLC TRUSTEE
2431 ATLANTIC BLVD
FORT PIERCE, FL 34949

ALCINDOR CYRIACUS &
TINA L H&W
14 KASBAH PLACE
PALM COAST, FL 32137

ANZALONE ROSARIO & MARIA
8461 N FURNO TERR
CRYSTAL RIVER, FL 32629

ARUTYUNYANTS ALEXANDER &
KARINA H&W
19 KAFFIR LILY PLACE
PALM COAST, FL 32164

AYERS RICHARD THORNE
& PATRICIA MATTINGLY H&W
61 KASHMIR TRAIL
PALM COAST, FL 32164

BERTISH THEORA E
LIFE ESTATE
54 KALAMAZOO TRL
PALM COAST, FL 32164

BOUDREAU JAMIE & JASON H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BOUDREAU JASON & JAMIE H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BRADY VIKTORIYA
1100 CANOPY WALK LANE APT 1122
PALM COAST, FL 32137

BRITT JOSEPH D SR &
KAREN E H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BRITT JOSEPH JR & KAREN H&W
LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BUCHSBAUM MICHAEL
& PATRICIA BUCHSBAUM JTWROS
13 KASHMIR TRL
PALM COAST, FL 32164

CAMPBELL GREGORY C &
ERIKA J H&W
9 KALE COURT
PALM COAST, FL 32164

CARDONA ADRIAN AMET & DALILA A H&
3 KAFTAN COURT
PALM COAST, FL 32164

CHANEY GENE EDWARD
11 KALANCHOE CT
PALM COAST, FL 32164

CHU ROBERT LEY &
MARIA JULIA H&W
4224 WOODFARE LANE NORTHWEST
KENNESAW, GA 30152

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLARK MATTHEW &
STACY PORTINARI JTWROS
67 KALAMAZOO TRAIL
PALM COAST, FL 32164

CLARK RICHARD S & ELIZABETH M H&W
8 KASHGAR COURT
PALM COAST, FL 32164

COULTER TIMOTHY J & LINDA P H&W
54 KASHMIR TRIAL
PALM COAST, FL 32164

COURY RICHARD ALEXANDER &
TERI SUSAN HOLLEY JTWROS
61 KALAMAZOO TRAIL
PALM COAST, FL 32164

CUNNINGHAM MICHAEL
8848 78TH STREET
WOODHAVEN, NY 11421

CUOMO ANTHONY & DOREEN H&W
17 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEGUZMAN BERTY S &
ALICE A H&W
21 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEMATTO FRANCIS L & MARIA H&W
24 KAFFIR LILY PLACE
PALM COAST, FL 32164

DESENA BERNARD
& CHRISTI LYNN DEWITT DESENA H&W
58 KALAMAZOO TRL
PALM COAST, FL 32164

DINGMAN MICHAEL S & DAINORA P AM
7 KAFFIR LILY PLACE
PALM COAST, FL 32164

DINI ALEX & THERESA H&W
TRUSTEES
12 STEINBACH PLACE
WESTWOOD, NJ 07675

DIPPOLITO SHAWN &
TORI ANTHONY JTWROS
52 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONALD PEARL COWART
55 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONGOSKE WARREN W &
SONYA T H&W
25 KAFFIR LILY COURT
PALM COAST, FL 32164

DYCUS DWAYNE C & NATALYA
GENNADYEVNA DYCUS H&W
59 KALAMAZOO TRAIL
PALM COAST, FL 32164

DYKEMAN ADRIAN B & LAURA
STEPHENSON JTWROS
2 KAFTAN COURT
PALM COAST, FL 32164

EHLEN DANIEL
& STEPHANIE H&W
35 KASHMIR TRAIL
PALM COAST, FL 32164

ESCALANTE JOSEPH L
31 CHEROKEE DRIVE
SPRINGFIELD, MA 01109

EVANS WILDA Y
& JOHN SCOTT H&W
55 KASHMIR TRAIL
PALM COAST, FL 32164

FERGUSON-SIMMONS SHERYL &
DAVID ANDRE W&H
4 KASHGAR COURT
PALM COAST, FL 32164

FERMIN RAUL E &
CONCEPCION C H&W
1128 WEST DRUMMOND PL
CHICAGO, IL 60614

FLAGLER HOLDINGS III LLC
PO BOX 2228
FLAGLER BEACH, FL 32136

FOSTER ANTHONY JR &
MELISSA AMC
3 KALE COURT
PALM COAST, FL 32164

FULLMAN STEPHEN P
4 ZEPPELIN COURT
PALM COAST, FL 32164

GALINDO REX K & DANA L
GALINDO H&W
PO BOX 2290
FLAGLER BEACH, FL 32136

GALVAN JOSUE
& MARISOL H&W
PO BOX 220
BUNNELL, FL 32110

GARCIA CARMEN TRUSTEE
2387 SW 5TH STREET
MIAMI, FL 33135

GIBSON CHRISTINA & JAQUELINE
KISSMAN JTWROS
50 KASHMIR TRAIL
PALM COAST, FL 32164

GOMEZ ADONIS KHALIL & JAZMIN ISAB
6 KAFFEE CT
PALM COAST, FL 32164

GOSS WILLIAM ANTHONY
& KIM MARIE H&W
31 KASHMIR TRL
PALM COAST, FL 32164

GREENSLADE BROS LLC
205 WEST LAMBERT STREET
BUNNELL, FL 32110

GRIEST DAVID ALLAN & MICHELLE HAR
83 HUMMINGBIRD COURT
PALM COAST, FL 32164

HOOKER MELVIN & PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32137

HOOKER MELVIN & PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32164

HORTON ROBERT E & BRENDA A H&W
5 KAFFIR LILY PLACE
PALM COAST, FL 32164

HUEMME PETER F JR & DOROTHY
28 ABBOTT LANE
HICKSVILLE, NY 11801

IANIRO ALBERT III
& NINA H&W LIFE ESTATE
28 KASHMIR TRAIL
PALM COAST, FL 32164

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JACKSON ANDREW III
& JOLEEN RHAE H&W
29 KASHMIR TRAIL
PALM COAST, FL 32164

JACOBSON DOUGLAS R
P O BOX 920
BUNNELL, FL 32110

JIMENEZ GUILLERMO
56 KALAMAZOO TRAIL
PALM COAST, FL 32164

JOHNSTON TODD E
1 ZEIDLER PLACE
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE COURT
PALM COAST, FL 32164

KANE BARBARA
8 KAFFEE CT
PALM COAST, FL 32164

KASHEPAROV DANIEL VALENTIN
65 KASHMIR TRAIL
PALM COAST, FL 32164

KILLMAN CRAIG R
11 KASBAH PLACE
PALM COAST, FL 32164

KINCAID JERRY & SONYA H&W
6 KASBAH PLACE
PALM COAST, FL 32164

KNYKIN OLEG & IRINA A
KNYKIN H&W
53 KASHMIR TRL
PALM COAST, FL 32164

KONDOR FRANK J & JOANNE M H&W
78 WEST AVENUE
MILFORD, CT 06461

KONDRATIUK RUSLAND
& IVAN KONDRATIUK & DARYNA KONDF
7863 DOE TRAIL WAY
ANTELOPE, CA 95843

KUCHAR THEODORE
36 KASHMIR TRAIL
PALM COAST, FL 32164

LAKE POINTE VILLAS LLC
185 CYPRESS POINT PKWY, STE 7
PALM COAST, FL 32164

LEASURE TERRY L & DOLLIE L
H&W
24 KASHMIR TRL
PALM COAST, FL 32164

LENNON JOHN & SHEILAH CLARK H&W
8 KALE COURT
PALM COAST, FL 32164

LEWIS LEVERN BILL
& PATRICIA LYNN LEWIS TRUSTEES
57 KALAMAZOO TRAIL
PALM COAST, FL 32164

LOVELACE DARYN SCOTT
30 KASHMIR TRAIL
PALM COAST, FL 32164

LOVELACE LEYLA
1796 OCEAN SHORE BLVD
ORMOND BEACH, FL 32176

LUCKETT JOSEPH CURRIE
PO BOX 982
DAYTONA BEACH, FL 32115

MAGUIRE BARBARA K
57 KASHMIR TRAIL
PALM COAST, FL 32164

MARACHA DIOSDADO
43 GERARDINE PLACE
NEW CITY, NY 10956

MARTIN DONOVAN
& LORI MARTIN H&W
72 KASHMIR TRAIL
PALM COAST, FL 32164

MCCOY DOMINIQUE B
18130 KARA CT
TAMPA, FL 33647

MCPHERSON MICHAEL C &
DOROTHY T H&W LIFE ESTATE
P O BOX 1725
BUNNELL, FL 32110

MEDINA RAFAEL A
5 KALANCHOE CT
PALM COAST, FL 32164

MONROE WALTER B IV &
TERESA M H&W
17 KASBAH PL
PALM COAST, FL 32164

MORRISSEY FREDERICK GEORGE JR &
11 KASHMIR TRAIL
PALM COAST, FL 32164

MUIR JOHN R & MARGOT T H&W &
JONATHAN P MUIR & NICHOLAS G JTW
11 KASTAL DRIVE
RIDGE, NY 11961

NGUYEN THAO LY THI
9 KASHGAR COURT
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OBERDIER JAMES MYRON & YEZAIRA Y
7 KASBAH PLACE
PALM COAST, FL 32164

OCHOA CLAUDIA
37 WESTERN CONCOURSE
AMITY HARBOR, NY 11701

PADILLA FELIX & IRNA H&W
5 KAFFEE COURT
PALM COAST, FL 32164

PAPPAS MARTHA & OURANIA
1160 84TH STREET
BROOKLYN, NY 11228

PARKER KEITH
& DEBRA R H&W
9 KAFFIR LILY PLACE
PALM COAST, FL 32164

PEMBER ROBERT E &
M JENNIFER H&W
23 KAFFIR LILY PLACE
PALM COAST, FL 32164

PEREIRA ANDRE
& DELLAMARIE H&W
80 FORRESTER PLACE
PALM COAST, FL 32137

PERRY SESWICK DONALD
4639 ARTESIAN ROAD
LAND O LAKES, FL 34638

PINAEVA YOURI & IRINA H&W &
KRISTINA & EKATERNIA KOTENKO JTW
74 KASHMIR TRL
PALM COAST, FL 32164

PINO RAUL M & TERESA J
PINO H&W
5 KALE COURT
PALM COAST, FL 32164

POILLUCCI CESIDIO &
MARGARET
10 KASBAH PLACE
PALM COAST, FL 32137

RANKIN LYNN EDMONDS
12 KASBAH PL
PALM COAST, FL 32164

RAWLINS KEVIN DALTON &
JEAN FRIEDL H&W
45 KASHMIR TRAIL
PALM COAST, FL 32164

REIS MANUEL &
MARIA REIS
235 LAKE STREET
VERNON, CT 06066

RICHARDSON WILMA
LIFE ESTATE
63 KALAMAZOO TRAIL
PALM COAST, FL 32164

RIEHL ROBERT
TRUSTEE
16 MADISON AVE
PORT CHESTER, NY 10573

RINKER ROBERT R &
LINDA L H&W
8 KAFFIR LILY PLACE
PALM COAST, FL 32164

RIORDAN CYNTHIA
9 EDWIN LN
PALM COAST, FL 32164

RIVERA JESSICA
2 KASHGAR CT
PALM COAST, FL 32164

RODRIQUEZ IRMA L
12 KASHGAR CT
PALM COAST, FL 32164

RUIZ FRANCISCO & DENISE
RUIZ H&W
68 KALAMAZOO TRAIL
PALM COAST, FL 32164

RUPE NICHOLAS SCOTT & PATRICIA
ANN RUPE H&W
7 KAFFEE COURT
PALM COAST, FL 32164

SANTA MARIA DAVID A & DENISE L
SANTA MARIA H&W
48 KALAMAZOO TRAIL
PALM COAST, FL 32164

SCHENCK DOUGLAS L
& SHANNON H&W
4 KASBAH PL
PALM COAST, FL 32164

SCHROEDER DANIEL M & LINKA M
TRUSTEES
760 VALA DRIVE
SANTA BARBARA, CA 93111

SEAGATE HOMES LLC
185 CYPRESS POINT PARKWAY SUITE 7
PALM COAST, FL 32164

SEARFOSS RONALD ELERY & DAE
BOO SEARFOSS H&W
13 KAFFIR LILY PLACE
PALM COAST, FL 32164

SHPAK BRIAN J
25 KASHMIR TR
PALM COAST, FL 32164

SHPAK BRIAN J
25 KASHMIR TRAIL
PALM COAST, FL 32164

SINCLAIR STEPHANIE
73 KASHMIR TRAIL
PALM COAST, FL 32164

SNACK GLORIA A
1 KAFFIR LILLY PLACE
PALM COAST, FL 32164

SOKOLOV VLADIMIR &
DINA SOKOLOVA H&W
560 RIVERSIDE DRIVE #6H
NEW YORK, NY 10027

SOTOLONGO JUAN J
15720 SW 100TH AVENUE
MIAMI, FL 33157

STANZIANO MARK C
77 KASHMIR TRAIL
PALM COAST, FL 32164

STEWART KRISTIN & EMERSON H&W
18 KAFFIR LILY PLACE
PALM COAST, FL 32164

STOF HOLDINGS LLC
6300 STIRLING ROAD
HOLLYWOOD, FL 33024

STUDER VIRGINIA M
& JOHN P NIEVES JTWROS
170 AVE C APT 9F
NEWYORK CITY, NY 10009

SZAFRAN MELANIE & THOMAS G
SZAFRAN W&H
5 KAFTAN CT
PALM COAST, FL 32164

SZAFRAN THOMAS G & MELANIE E
H&W
5 KAFTAN COURT
PALM COAST, FL 32164

SZATKOWSKI ROBERTA A
LIFE ESTATE
41 KASHMIR TRAIL
PALM COAST, FL 32164

TENNANT DOUGLAS EDWARD
7 KALANCHOE COURT
PALM COAST, FL 32164

TENORI JONATHAN
58 KASHMIR TRAIL
PALM COAST, FL 32164

VALENTIN KIMBERLY & ALEXIS
HERNANDEZ W&H
5 KASHGAR COURT
PALM COAST, FL 32164

VASTAGH RICHARD E
3755 INNER CIRCLE DRIVE
AKRON, OH 44333

WARD JAMES K & THERESE M H&W
4 KALE COURT
PALM COAST, FL 32164

WARNER LAURA
49 KASHMIR TRAIL
PALM COAST, FL 32164

WEIR JAMES R &
TONYA WEIR H&W
P.O. BOX 504
BUNNELL, FL 32110

WENDORF DAVID & LISA K H&W
27 KAFFIR PLACE
PALM COAST, FL 32164

WISE VINCENT W JR & KATHI K H&W
51 KASHMIR TRAIL
PALM COAST, FL 32164

WORK ETHIC LLC
4450 S TIFFANY DR SUITE 101
WEST PALM BEACH, FL 33407

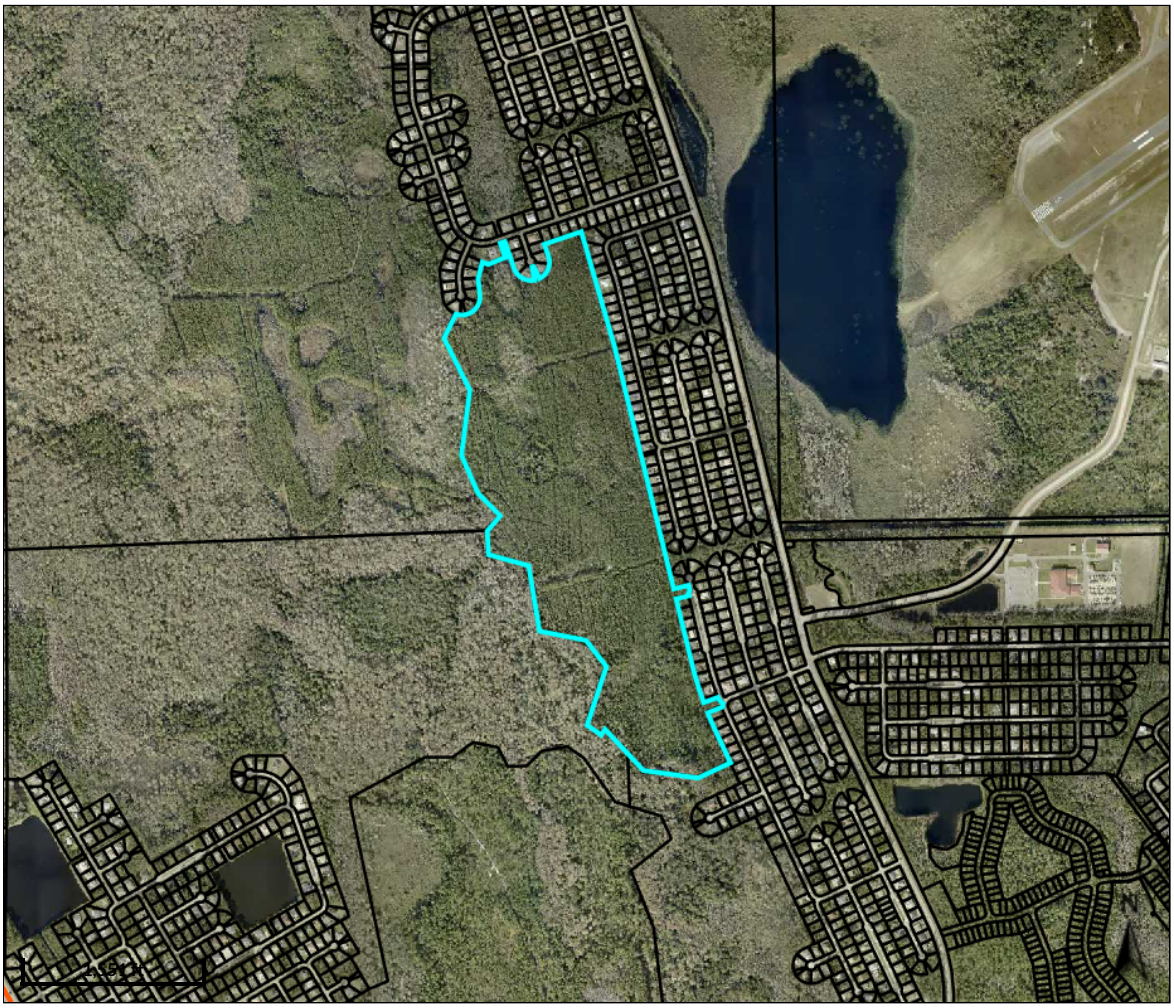
YASHAYEV ARTUR &
GALINA YASHAYEVA JTWROS
1528 KURELEK DRIVE
LITTLE ELM, TX 75068

YOUNG WILLIAM ROBERT III
& LISA KATHLEEN YOUNG H&W
10 KASHGAR COURT
PALM COAST, FL 32164

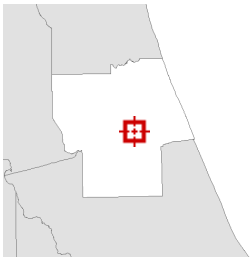
ZAVALKOVSKY EDWARD
& SVETLANA H&W
130 GOLDEN TRAIL MAPLE ONTARIO, C
L6A5A1,

ZBIHLE VALERIAN &
NINEL KIRIYEVA H&W
22 KAFFIR LILY PLACE
PALM COAST, FL 32164

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	24-12-31-4150-00T50-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	80119		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	4,910,091.889	**Physical Address**	1 ZONAL CT

Land Value	$99,000
Ag Land Value	$21,737
Building Value	$0
Misc Value	$0
Just Value	$4,107,029
Assessed Value	$66,752
Exempt Value	$0
Taxable Value	$66,752

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

27 ZAUN TRAIL TRUST
PO BOX 360
FLAGLER BEACH, FL 32136

4 ZINC PL LAND TRUST &
HAMMOCK MANAGEMENT LLC TRUSTE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

4 ZITHER COURT TRUST
PO BOX 350225
PALM COAST, FL 32135

ALEGRE ESTEBAN RAFAEL
& MARIE ELIZABETH FARIAS ISASI H&W
2534 E LEHIGH AVE
PHILADELPHIA, PA 19125

ALLEN NEAL CHANCELLOR
& AUBREE JEAN STAFFORD
11 ZONAL GERANIUM CT
PALM COAST, FL 32164

ALMEIDA MIGUEL & BETH ERIN
ALMEIDA H&W
10 ZORACH PLACE
PALM COAST, FL 32164

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ALVAREZ DALIA S LIFE ESTATE
43 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ANDRE ALLEN &
SANDRA ANDRE
7 ZACHARIAS PLACE
PALM COAST, FL 32164

ANDREWS VALERIE TRUSTEE
15 CORDOBA COURT
PALM COAST, FL 32137

ANTONETTI NANCY & JOSE MANUEL SF
4 ZACHARIAS PLACE
PALM COAST, FL 32164

ANTONINI MELINDA &
LUIS H&W
11 ZINNIA TRAIL
PALM COAST, FL 32164

ARLOTTA ANDREW J
& JESSICA S H&W
55 ZINNIA TRAIL
PALM COAST, FL 32164

BALBOA KATHERINE ANNE
3 ZAMMER COURT
PALM COAST, FL 32164

BALTZLEY TIM R & KARI ANN E
H&W
40 ZINNIA TRAIL
PALM COAST, FL 32164

BARNESKI STEVE E & LISA M H&W
6262 SABLE PALM STREET
BUNNELL, FL 32110

BAUMAM JOHN M
57 ZINNIA TRAIL
PALM COAST, FL 32164

BEALE ANNA E & JOHN J &
SUE C BEALE H&W JTWROS
6 ZINC PLACE
PALM COAST, FL 32164

BEAUDET JOHN P &
PATRICIA A
6 ZACHARIAS PLACE
PALM COAST, FL 32164

BENTON DAVID
& JESSICA H&W
39 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BINDER MICHAEL J & JOAN M
H&W
16 ZINC PLACE
PALM COAST, FL 32164

BLITZ EDWARD & JANNETTE D H&W
LIFE ESTATE
35 ZAUN TRAIL
PALM COAST, FL 32164

BLITZ EDWARD &
JANNETTE D H&W LIFE ESTATE
35 ZUAN TRAIL
PALM COAST, FL 32164

BOATNER LUCAS DONALD
51 ZINNIA TRAIL
PALM COAST, FL 32164

BOGGS DONNA LIFE ESTATE
14 ZACHARIAS PLACE
PALM COAST, FL 32164

BOLSER SANDRA GAIL & RONALD
W&H
36 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BREA JUAN J
& CHRISTINA D H&W
36 ZAUN TRAIL
PALM COAST, FL 32164

BROCKWAY TRISHA FLOYD
39 ZINNIA TRAIL
PALM COAST, FL 32164

BURGGRAF WILLIAM H & BETTY H&W
9 ZINC PL
PALM COAST, FL 32164

CACCAVALE JOSEPH
3 ZINC PLACE
PALM COAST, FL 32164

CALDONE MARGARITA
5 ZACHARIAS PL
PALM COAST, FL 32164

CAMPBELL CASEY W
& MELISSA J H&W
13 WHITTIER LANE
PALM COAST, FL 32164

CAMPBELL ROBERT R &
JANICE H&W
PO BOX 2443
BUNNELL, FL 32110

CATALANO MICHELE M LIFE ESTATE
42 ZAUN TRAIL
PALM COAST, FL 32164

CATE BARBARA D
1 ZIEGLER PLACE
PALM COAST, FL 32164

CAVA JOSEPH A
& LAUREN M CAVA
2 ZONAL COURT
PALM COAST, FL 32164

CECIL LARRY E & GINA D H&W
880 CR 302
BUNNELL, FL 32110

CERON OMAR GILDARDO
& EUFRACIA MEJIA JTWROS
1 ZORRO CT
PALM COAST, FL 32164

CHEREMNYKH VIKTORIYA &
YURIY V CHEREMNYKH JTWROS
18 ZORACH PLACE
PALM COAST, FL 32164

CICALO CRAIG JOHN
6 ZAMMER CT
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLAYBURN ERIC
10 ZONAL COURT
PALM COAST, FL 32164

CONNER ROBERT M
3 ZODIAC PLACE
PALM COAST, FL 32164

COOPER THOMAS M & DAWN A
COOPER H&W
5 ZANZIBAR COURT
PALM COAST, FL 32164

COPSY JOHN
4 ZONAL COURT
PALM COAST, FL 32164

CRISMAN JAMES E &
SHERRI A H&W LIFE ESTATE
41 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRISP GERARD A
37 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRONE CALVIN & JESSICA H&W
23 ZINNIA TRAIL
PALM COAST, FL 32164

CUMBER LAUREN B & BRADLEY O
CUMBER H&W
16 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM JEAN & ORVILLE LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM MICHAEL ANTONIO
38 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUNNINGHAM ORVILLE & JEAN LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM PERUAL G &
SHIRLEY H&W
6 ZORACH PLACE
PALM COAST, FL 32164

DA SILVA JENISSA DENEE LEITE
& VINCIUS LEITE DA SILVA H&W
7 ZANZIBAR COURT
PALM COAST, FL 32164

DAVIDSON ALFRED A &
HAZELEY A H&W
70 BURNELL DRIVE
PALM COAST, FL 32137

DEAN JACK D &
ANA M AMC
40 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEBOER BEATRIX MARIA & JAMES B SI
6 ZODIAC PLACE
PALM COAST, FL 32164

DELGADO JOSE LOUIS & ELDA MARIA H
10 ZINC PLACE
PALM COAST, FL 32164

DEMERS ALLEN S & MICHELLE H&W
8 ZACHARIAS PLACE
PALM COAST, FL 32164

DERBUS ALEKSANDER
PALDISKI MNT
149-56 TALLINN ESTONIA 13517
,

DHANANI RAJESH
608 JACKSON HILL STREET
HOUSTON, TX 77007

DIETRICH SHAWN
& DIANA DAY H&W
9 ZODIAC PLACE
PALM COAST, FL 32164

DILLARD RONALD E &
BEVERLY M PEREZ
59 ZINNIA TRAIL
PALM COAST, FL 32164

DONAGHY KATHLEEN
35 ZINNIA TRAIL
PALM COAST, FL 32137

DORSTEN RYAN & KARA DORSTEN
H&W
15 ZONAL COURT
PALM COAST, FL 32164

DOVAL JESUS PEREZ & MAYRA
BEATRIZ MATA PEREZ H&W
26 ZINNIA TRAIL
PALM COAST, FL 32164

DOWNER GWENDOLYN TRUSTEES
17 ZAUN TRAIL
PALM COAST, FL 32164

DRIEMEIER ALLEN
BRETT KATHRYN DRIEMEIER JTWROS
34 ZINNIA TRAIL
PALM COAST, FL 32164

DUNCAN TODD STEWART & JEANNE AN
12 ZINNIA TRAIL
PALM COAST, FL 32164

EBERLIN HEATHER
18 ZONAL CT
PALM COAST, FL 32164

EDGINGTON IRIS E
13 ZIEGLER PLACE
PALM COAST, FL 32164

ELLIOT WAYNE W & MARY E H&W
41 ZINNIA TRL
PALM COAST, FL 32164

FALIS OTO & MONIKA FALISOVA
H&W
47 ZINNIA TRAIL
PALM COAST, FL 32164

FIELDS GREGORY JAMES
& SARAH F H&W
5 ZACHARY PL
PALM COAST, FL 32164

FLEER GALINA
18 ZINC PLACE
PALM COAST, FL 32164

FLINCHUM SUSAN D
34 ZAUN TRAIL
PALM COAST, FL 32164

FLORES CARMEN
30 RENSHAW DRIVE
PALM COAST, FL 32164

FREIGI RABIH Z & ALLISON A
FREIGI H&W
16 ZINNIA TRAIL
PALM COAST, FL 32164

GANO LUBOMIR & KLAUDIA
GANOVA H&W
25 SCRANTON PKWY
OXFORD, NJ 07863

GARCIA JOAQUIN JR
& JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GARDNER JOHN RIDGELY JR LIFE ESTA
C/O VIRGINIA CRAVEN
5502 GORDONSVILLE RD
KESWICK, VA 22947

GENDLER GREGORY A & ZINAIDA
GENDLER H&W
564 HEATHERTREE LANE
SAN JOSE, CA 95129

GESSWEIN F CLARK & JANICE H
15120 HONSENA DRIVE
CENTREVILLE, VA 22020

GOLLON COREY J &
LAURA G H&W
11 ZINNIA COURT
PALM COAST, FL 32164

GOMES GERALD E
9 ZINNIA COURT
PALM COAST, FL 32164

GOODMAN BRITTNEY JANEE &
STEVEN L BROWN JTWROS
61 ZINNIA TRAIL
PALM COAST, FL 32164

GORALSKI ANDREW JOSEPH
& IRENE H&W
44 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GRATI IGOR & VIOREL SANDUTA &
INA SIRETEANU H&W
29 LAGARE STREET
PALM COAST, FL 32137

GRETCHEN GLENN D &
KRISTI H&W
6 ZACHARY PLACE
PALM COAST, FL 32164

GRIFFITH CHAD & HARMONY M
LOTT H&W
18 ZINNIA TRAIL
PALM COAST, FL 32164

GRILLI JACK & ILISSA SHAPIRO H&W
316 2ND ST
GREENPORT, NY 11944

GUNDY WILLIAM W &
TAMMY L LONGO JTWROS
14 ZINNIA TRAIL
PALM COAST, FL 32164

GUSKIEWICZ RACHELLE A &
KEMP B KIRK W&H
49 ZINNIA TRAIL
PALM COAST, FL 32164

GUZMAN OSVALDO
1 CARDWELL COURT
PALM COAST, FL 32137

HAMPTON JORDAN ALEXANDRA &
DAVID BRANDON HAMPTON W&H
500 SHADY OAKS DR APT 106
PALM COAST, FL 32164

HARTZLER MARK D
8 ZITHER COURT
PALM COAST, FL 32164

HASH DALE EDWARD
& ALICE FAY H&W
2 ZANZIBAR CT
PALM COAST, FL 32164

HASHEM EHAB ABDELSALAM &
OMNEYA R IBRAHIM H&W
10 ZIEGLER PLACE
PALM COAST, FL 32164

HAYES ALEXANDER & RACHEL H&W
3 ZONAL CT
PALM COAST, FL 32164

HEATH REBECCA L
6 KATHRYN PLACE
PALM COAST, FL 32164

HEERASINGH SAVITRIE &
FRANKLIN HEERASINGH
101-11 159TH AVE
HOWARD BEACH, FL 11414

HENDERSON CHARLES E & KATHY G
TRUSTEES
10 ZACHARIAS PLACE
PALM COAST, FL 32164

HENRY MATTHEW SEAN
37 ZINNIA TRAIL
PALM COAST, FL 32164

HIDAKA FABIO A & JULIA RANGEL DE M
23 ZONAL CT
PALM COAST, FL 32164

HODGES CHARLES
& ALICIA BURY JTWROS
2 ZAMMER COURT
PALM COAST, FL 32164

HOFER PATRICIA W
LIFE ESTATE
41 ZAUN TRAIL
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOME BUYERS OF NORTHEAST FLORII
112 WOOD STORK LANE
PALM COAST, FL 32164

HOOVER RANDY A
& JONI L LOMBARDI JTWROS
13 ZONAL GERANIUM COURT
PALM COAST, FL 32164

HORROCKS TOBY & CATHY H&W
317 22ND ST S
FLAGLER BEACH, FL 32136

HORTON SUZANNE
47 ZONAL GERANIUM TRAIL
PLAM COAST, FL 32164

HUDA SYED M
31 ZINNIA TRAIL
PALM COAST, FL 32164

HUMPHREY WAYNE ALAN
& KELLY PERKINS CLARK JTWROS
18 ZONAL GERANIUM CT
PALM COAST, FL 32164

HUNT-WILSON VICKIE L
3 ZACHARIAS PL
PALM COAST, FL 32164

IBRAHIM OMNEYA R
10 ZIEGLER PLACE
PALM COAST, FL 32164

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JACKSON GREG
& ANGELICA H&W
95-1050 PAKAU ST
MILILANI, HI 96789

JAMES CHERYL L
9 ZORACH PLACE
PALM COAST, FL 32164

JAMES MARTHA P LIFE ESTATE
15 ZORRO COURT
PALM COAST, FL 32164

JAMWANT DEVANAND
8459 224TH STREET
RICHMOND HILL, NY 11418

JOAN F TAYLOR REVOCABLE LIVING TF
24 ZONAL GERANIUM COURT
PALM COAST, FL 32164

JOHNSON WAYMON SR & LYNELL F
JORDAN H&W
17 ZINC PLACE
PALM COAST, FL 32164

JOHNSON-BIRKETT ANGELA RENEE &
CAREY JOHNSON-BIRKETT ACM
1 ZAMMER COURT
PALM COAST, FL 32164

JOHNSTON THERESA L
9 ZONAL COURT
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE CT
PALM COAST, FL 32164

KASPARIAN PAUL
2310 SHELL AVE
INDIALANTIC, FL 32903

KATE PROPERTY GROUP LLC
57 NEW LEATHERWOOD DRIVE
PALM COAST, FL 32137

KLEINER LARISA
11 WOLFE DRIVE
HILLSBOROUGH, NJ 08844

KNOX MICHAEL & KAREN L H&W
15 ZINC PLACE
PALM COAST, FL 32164

KOONS CINDY PATTERSON & ROY S
PATTERSON III & TOM PATTERSON
407 TYLER STREET
SANDUSKY, OH 44870

KOONTZ ANDREW & RACHEL H&W
5 ZAMMER COURT
PALM COAST, FL 32164

KOREN RAYMOND & JULIE H&W
1215 BALLAST POINT DR
MANTEO, NC 27954

KORTH DONNA M & JOSEPH F W&H
18 ZIEGLER PL
PALM COAST, FL 32164

KRAMME SCOTT
& MARGARET H&W
1 ZACHARY PL
PALM COAST, FL 32164

KRUELSKIE JOSHUA L
6 ZINNIA COURT
PALM COAST, FL 32164

KUCKUCK JAROD
28 ZINNIA TRAIL
PALM COAST, FL 32164

KULBAKA ALLA
25 ZAUN TRAIL
PALM COAST, FL 32164

KULESKI GLORIA TRUSTEE
48 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

LADYZHINSKY LEV & ELLA H&W
LIFE ESTATE & GENNADY LADYZHINSK
4 ZANZIBAR CT
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

LAIRD DANIEL & SHANDRA H&W
12 ZONAL COURT
PALM COAST, FL 32164

LATOUCHE ROBERT
19 ZONAL GERANIUM COURT
PALM COAST, FL 32164

LAWRENCE RANDALL LEE
& BARBARA BROCK H&W
6 ZONAL COURT
PALM COAST, FL 32164

LE GOUARD MATTHIEU EDOUARD REN
& JENA CHERI SINGH H&W
4 ZONAL GERANIUM CT
PALM COAST, FL 32164

LEGARDA GEORGE PAUNAN &
JANETHLYN GERALDE H&W
17 ZINNIA CT
PALM COAST, FL 32164

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LINZAN FRANK P
& MARIA M SOTO JTWROS
19 ZAUN TRAIL
PALM COAST, FL 32164

LOCKWOOD DON E & ARDELE C
H&W
10 ZITHER COURT
PALM COAST, FL 32164

LOWE RICHARD KREWSON & WANDA
ELIZABETH H&W
19 ZITHER COURT
PALM COAST, FL 32164

LUCCA ANTHONY JOSEPH & STEVEN
WESLEY HAZZARD JTWROS
45 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MACARAEG GREGORIO DC LIFE ESTAT
MACARAEG
1715 NEEDLES LANE E
LARGO, FL 34641

MANDT PATRICIA M
44 ZINNIA TRAIL
PALM COAST, FL 32164

MAREYEV VAL & ALLISON MAREYEV &
YEVGENIYA MAREYEVA TRUSTEES JOI
12 ZAUN TRAIL
PALM COASTA, FL 32164

MARINEZ KATARZYNA
39 ZAUN TRAIL
PALM COAST, FL 32164

MARQUES FERNANDO SILVA
89 GOLDEN HILLS RD
DANBURY, CT 06811

MARTINEZ ARNOLDO JOSE &
RUTH P ONOFRE AMC
14 ZINNIA COURT
PALM COAST, FL 32164

MARZILLI RICHARD P
2 ZODIAC PL
PALM COAST, FL 32164

MASER KIMBERLY JOY &
JUSTIN MICHAEL H&W
9 ZACHARIAS PLACE
PALM COAST, FL 32164

MATHERS WILLIAM R
& SHARON L VALLASTER JTWROS
42 ZINNIA TRAIL
PALM COAST, FL 32164

MATOS JACINTO JOSE & DOMINGAS LU
46 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MATYI DANIEL JOHN &
TINA MARIE H&W CO-TRUSTEES
8 ZACHARY PLACE
PALM COAST, FL 32164

MCCABE SEAN WILLIAM &
MADISON SCHALIE H&W
7 ZONAL GERANIUM COURT
PALM COAST, FL 32164

MCDONALD RICHARD TODD &
MICHELE RENEE MCDONALD H&W
14 ZINC PL
PALM COAST, FL 32164

MCMILLAN DAVID G & EILEEN M
MCMILLAN H&W
19 ZINNIA TRAIL
PALM COAST, FL 32164

MEAD JULIA N
23 ZAUN TRAIL
PALM COAST, FL 32164

MEDLEY DAVID ALPHONSO
10 ZONAL GERAMIUM COURT
PALM COAST, FL 32164

MENDEZ EFRAIN
& DORA ALICIA H&W
2 ZINNIA COURT
PALM COAST, FL 32164

MERCADO ROBERT
178 PRITCHARD DR
PALM COAST, FL 32164

MICELI NICHOLAS S & AMELIA G
H&W
43 EAST 45TH STREET
BAYONNE, NJ 07002

MID FLORIDA HOUSING
PARTNERSHIP INC
1834 MASON AVE
DAYTONA BEACH, FL 32117

MILADINOVICH MARKO & JILL HEATHEF
26 BUNKER HILL DRIVE
PALM COAST, FL 32137

MILES VICTOR L SR
& DYNEL E H&W
3 ZINNIA CT
PALM COAST, FL 32164

MOORE TIRRELL MICHAEL &
LASHAKIA DESQUESHEEL MOORE H&W
38 ZINNIA TRAIL
PALM COAST, FL 32164

MORAND PAUL R & ELISA
DUCHATCZEK H&W
17 ZINNIA TRAIL
PALM COAST, FL 32164

MORRISON MONICA E
33 ZINNIA TRL
PALM COAST, FL 32164

MOXSON SOPHIA
2525 DEER HOLLOW
HUDSON, OH 44236

NELSON MATTHEW & ERIN GRIFFIN H&
1 ZINC PL
PALM COAST, FL 32164

NESTE MARILYN G LIFE ESTATE
21 ZONAL GERANIUM COURT
PALM COAST, FL 32164

NORBERG RICHARD & LINDA H&W
9 ZONAL GERANIUM COURT
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OFFORD JOHN
& CONNIE H&W
6121 WEST 117TH AVENUE
CROWN POINT, IN 46307

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

OSIBORSKI KEITH
8 ZINC PLACE
PALM COAST, FL 32164

OWEN TERRENCE W & ANNETTE C H&\
& TERRY-ANN E OWEN JTWROS
17 ZORRO COURT
PALM COAST, FL 32164

PAGANO PAUL PHILIP LIFE ESTATE
30 ZINNIA TRAIL
PALM COAST, FL 32164

PAHANISH PAULA K
16 ZIEGLER PLACE
PALM COAST, FL 32164

PANEK JEFFREY
129 EAST DEZENG STREET
CLYDE, NY 14433

PAREDES-PUCCI JORGE H &
GRACIELA N PAREDES H&W
40 ZAUN TRAIL
PALM COAST, FL 32164

PAUL LUCO
& KERLANDE LORDEUS JTWROS
3 ZORRO CT
PALM COAST, FL 32164

PENEGOR DIANE LYNN & MICHAEL ART
4 ZODIACAL PL
PALM COAST, FL 32164

PEREZ DE ALEJO JORGE L &
DANIEL A PEREZ DE ALEJO
417 LIBERTY ST
LITTLEFERRY, NJ 07643

PETRETTI CHARLENE
30 ZAUN TRAIL
PALM COAST, FL 32164

PHELPS DAVID
& CHERYL PHELPS H&W
8 ZINNIA CT
PALM COAST, FL 32164

PHIPPS ALICE MARIE & JAMES MARK W
20 ZITHER COURT
PALM COAST, FL 32164

PITTMAN CASSANDRA SUE &
JAMES ANTHONY GONZALES JTWROS
3 ZACHARY PLACE
PALM COAST, FL 32164

PONTORNO ALLEN LIFE ESTATE
20 WENDOVER LANE
PALM COAST, FL 32164

POORE JACKIE W & DAWN E
OAKWOOD-POORE H&W
11 ZIEGLER PLACE
PALM COAST, FL 32164

POTEKHIN YEVGENIY & ELLA H&W
16711 COLLINS AVE APT 1202
SUNNY ISLES BEACH, FL 33160

PRATTE ALAIN J II & REBECCA A
PRATTE H&W
16 ZINNIA COURT
PALM COAST, FL 32164

PRICE NORA E
19 ZORRO COURT
PALM COAST, FL 32164

PRONESTI CARMELLO M &
KAYLA B H&W
7058 WATER MILL ST
PALMETTO, FL 34221

PROPERTY POTENTIAL LLC
29 HAMMOCK BEACH PKWY
PALM COAST, FL 32137

PYTEL NICOLE
18 ZINNIA COURT
PALM COAST, FL 32164

QUINN THOMAS P & ADELE M H&W
LIFE ESTATE
11 ZITHER COURT
PALM COAST, FL 32164

REBARBER FRED
241 S RIVERWALK DRIVE
PALM COAST, FL 32137

RESTREPO CESAR AGUSTO
17 ZONAL CT
PALM COAST, FL 32164

REYES BYRON F & GINA A H&W
1137 AMBER VISTA LANE
KNOXVILLE, TN 37914

REYNOLDS TIMOTHY & MARIE H&W
35 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

REZNICHENKO IGOR & NADEZHDA CHE
11 ZINC PL
PALM COAST, FL 32164

RODA STELLA I & NANCY M RODA
TRUSTEES
P O BOX 218
WILLOUGHBY, OH 44096

RODRIGUEZ SANDRA
12 ZIEGLER PLACE
PALM COAST, FL 32164

ROESCH JEFFREY J & MARIA T H&W
11 ZAUN TRL
PALM COAST, FL 32164

ROLLOFF BETTY JANE
1 ZODIAC PLACE
PALM COAST, FL 32164

RUBIN JEANNETTE M &
DALE M TRUSTEES
14 ZITHER COURT
PALM COAST, FL 32164

RUBINO ANTHONY THOMAS
4 ZAMMER COURT
PALM COAST, FL 32164

RYNNE BERNADETTE I
6020 DALAFIELD AVE
RIVERDALE, NY 10471

SABEK AMR & SANDRA LILIANA RODRI(
12 ZIEGLER PLACE
PALM COAST, FL 32164

SANDOR SYLVESTER R &
ANNE H&W TRUSTEES
30 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

SANITATE FRANCES C
29 ZAUN TRAIL
PALM COAST, FL 32164

SANTOS FERNANDO S SOSA &
JANIL D VALENCIA H&W
5 ZODIAC PLACE
PALM COAST, FL 32164

SATHYAMURTHY VENKATESAN
111 BUMBLE BEE CIRCLE
SHREWBURY, MA 01545

SCHUBERT MATTHEW K &
JOANNE H&W
3 ZONAL GERANIUM COURT
PALM COAST, FL 32164

SECOND AVENUE SFR HOLDINGS III LL
C/O RYAN LLC
PO BOX 4900
SCOTTSDALE, AZ 85261

SEIFERT MICHAEL BLAINE
& KRISTYN TAYLOR STEFFENS TIC
4 ZIEGLER PLACE
PALM COAST, FL 32164

SHCHERBANYUK VIKTOR
3541 CAP ROCK WAY
RANCHO CORDOVA, CA 95670

SHEEHAN RALPH G
LIFE ESTATE
ACI #115 38996 HWY 82
ASPEN, CO 81611

SINGH GULWATANPREET
14 ZORACH PLACE
PALM COAST, FL 32164

SINISHTAJ TOLIJA & CATHERINE
4 ZEBULON PLACE
PALM COAST, FL 32164

SKINNER JO L
C/O DEA JOHNSON
1005 HARPERS WAY
ANDERSON, SC 29621

SMITH CHEYENNE M & STACY DEE
SMITH AMC
7 ZIEGLER PLACE
PALM COAST, FL 32164

SMITH DONALD J LIFE ESTATE
7 ZINNIA COURT
PALM COAST, FL 32164

SOTO MARIA
53 ZINNIA TRL
PALM COAST, FL 32164

SPARKS WILLIAM C JR &
CONSTANCE A H&W
5 ZONAL CT
PALM COAST, FL 32164

SPENCER JASON
43 ZAUN TRAIL
PAIM COAST, FL 32164

STEINMEIER EDDA LIFE ESTATE
34 SABAL BEND
PALM COAST, FL 32137

STERLING MADGE
22 ZONAL GERANIUM CT
PALM COAST, FL 32164

STRATTAN BENJAMIN B
& SHERRY H&W
18 ZITHER COURT
PALM COAST, FL 32164

STUART BRIAN C & VIVIAN M H&W
5 KAINITE COURT
PALM COAST, FL 32164

SYROS TINA MARIE
12 ZINC PL
PALM COAST, FL 32164

TEARNE CHRIS DAMOND
48 FARMS ST
DANBURY, CT 06811

THOMAS SANDRA J
LIFE ESTATE
11 ZORACH PLACE
PALM COAST, FL 32164

TORRES IRVING PETER
& CANDELARIA DEL SOCORRO H&W
21 ZINNIA TRAIL
PALM COAST, FL 32137

TORRES MICHAEL J & LOURDES
H&W
3117 BEAVER POND TRAIL
VALRICO, FL 33596

TREFILIO ALAN & LINDA S H&W
LIFE ESTATE
16 ZONAL CT
PALM COAST, FL 32164

TRIANTILLIDIS NADIA TRUSTEE
10024 WYATT RANCH WAY
SACRAMENTO, CA 95829

TRINIDAD ISAIAH R & GERONIMA C
TRINIDAD TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TUNG CHUN-YU &
YUN-YING LEE TUNG
NO 35 LANE 96 SEC 2 HSING LUNG RD
,

TYSIAK LAUREL ANN & DAVID G
TYSIAK W&H
617 GOLF PARK DRIVE
LAKE ARIEL, PA 18436

UNTERBRINK MICHAEL L & CARRIE H&
4520 W PRATT ROAD
DEWITT, MI 48820

URYAN BEGIKYA
14 NORTH LANE
GLEN COVE, NY 11542

VINING ANTHONY J SR & MELANIE S H&
3 ZANZIBAR COURT
PALM COAST, FL 32164

VINSON WALTER
6 ZANZIBAR COURT
PALM COAST, FL 32164

VOROBIEV KONSTANTIN
19 ZINNIA COURT
PALM COAST, FL 32164

VU JADEN
& QUYEN T HO H&W
1 ZITHER CT
PALM COAST, FL 32164

WALKER FAITH ANN LIFE ESTATE
8 ZAMMER CT
PALM COAST, FL 32164

WALTERS LEE SHEPHERD & DOUGLAS
8 ZONAL COURT
PALM COAST, FL 32164

WARD ROBERT BRYAN IV & FAITH NYC
8 ZORACH PL
PALM COAST, FL 32164

WEBB MARY THORNTON
8 ZONAL GERMANIUM COURT
PALM COAST, FL 32164

WEISS BARRY M & GINA M H&W
163 EAST PENN STREET
LONG BEACH, NY 11561

WELLS LLOYD E & JOANN H&W
5 ZITHER COURT
PALM COAST, FL 32164

WHITES HENRY M JR &
ANTHONY WHITES SR JTWROS
1 ZORACH PL
PALM COAST, FL 32164

WIDMER RICHARD W & HEIDI H&W
12 ZITHER CT
PALM COAST, FL 32164

WILLARD KYLE WARREN & VALERIE LE
1 ZINNIA COURT
PALM COAST, FL 32164

WILLIAMS CHARLES L & ARLENE R
H&W
32 ZINNIA TRAIL
PALM COAST, FL 32164

WILLIAMS MICHAEL A
& JASMIN D H&W
7 ZINC PLACE
PALM COAST, FL 32164

WILLIAMS THOMAS LIFE ESTATE
9 ZAUN TRAIL
PALM COAST, FL 32164

WILLIAMSON DANIEL
& KRISTY H&W
2 ZIEGLER PLACE
PALM COAST, FL 32164

YANNI MARC A
& LAURIE M H&W
43 S CLEMENT AVENUE
RAVENA, NY 12143

YANNI MARC A
& LAURIE M H&W
43 SOUTH CLEMENT AVENUE
RAVENA, NY 12143

YELLEN JOYCE
4 ZACHARY PLACE
PALM COAST, FL 32164

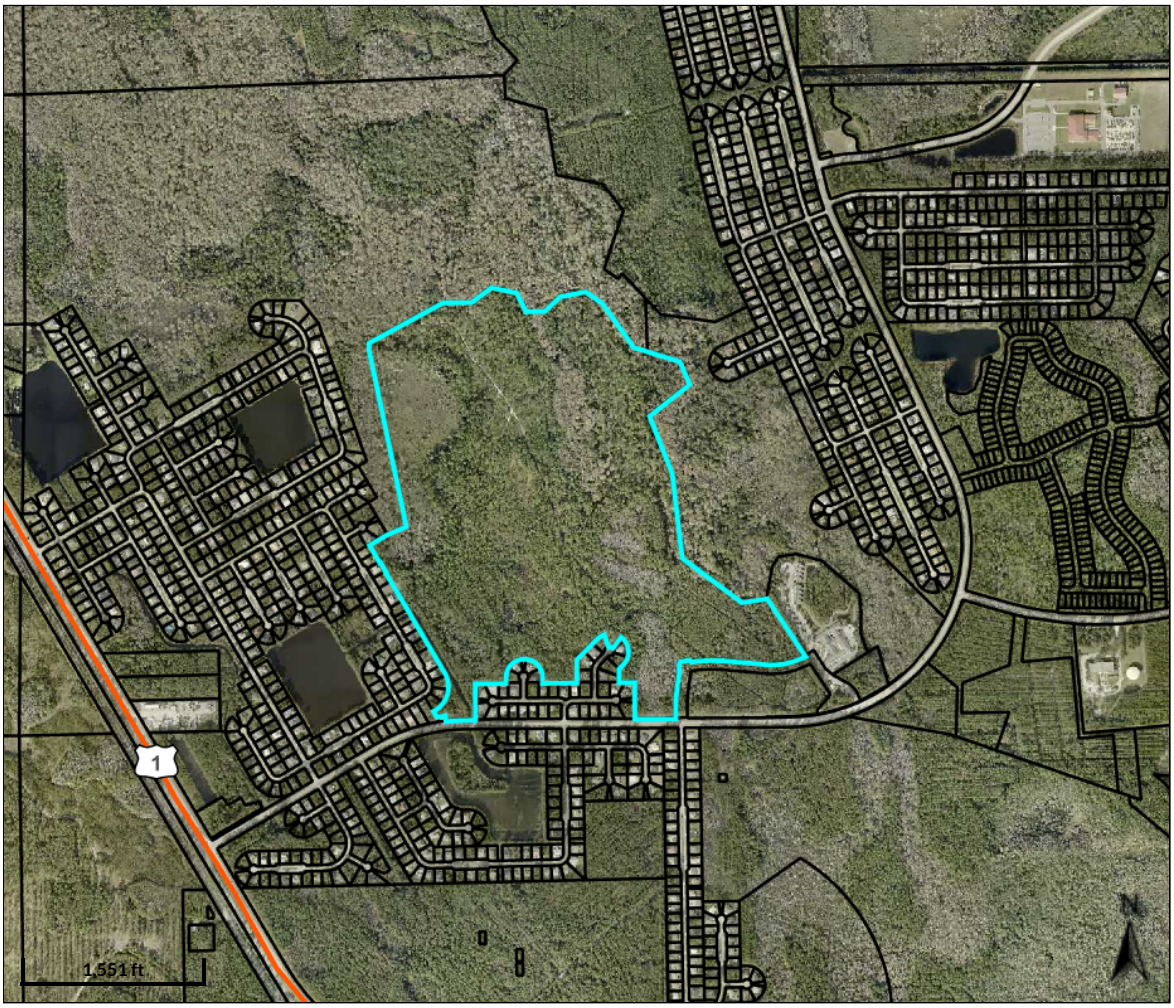
ZDEBSKAYA YELENA & ALEKSANDR
ZDEBSKIY W&H
23 WHITE HOUSE DR
PALM COAST, FL 32164

ZEHR WAYNE L & JANET L ZEHR
7 ZONAL COURT
PALM COAST, FL 32164

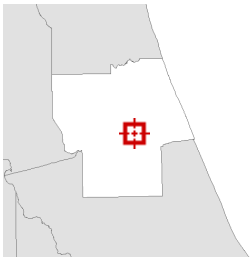
ZHAMUKHANOVA TANZILA
11 ZONAL COURT
PALM COAST, FL 32164

ZUBKOVA DENISA
14 KILIAN DRIVE
DANBURY, CT 06811

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	24-12-31-4140-00T40-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	80118		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	7,513,865.192	**Physical Address**	11 KAINITE CT

Land Value	$0
Ag Land Value	$24,570
Building Value	$0
Misc Value	$0
Just Value	$4,485,600
Assessed Value	$24,570
Exempt Value	$0
Taxable Value	$24,570

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

65 KALAMAZOO LAND TRUST
416 S CENTRAL AVE
FLAGLER BEACH, FL 32136

69 KASHMIR TRAIL LLC
34194 AURORA RD #128
SOLON, OH 44139

A AND R-MERIDIAN REAL ESTATE ASSE
688 N ORLANDO AVENUE SUITE 207
ORLANDO, FL 32801

ALEXANDER JOHN D JR
18 KALANCHOE COURT
PALM COAST, FL 32137

ALEXANDER LANDON &
TRAN NGO H&W
17 KALANCHOE COURT
PALM COAST, FL 32164

ALMEIDA RUDOLPH & CHARLOTTE M
ALMEIDA H&W
39 KALAMAZOO TRAIL
PALM COAST, FL 32164

ALRIDGE DIAMOND
& MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ANGEVINE JEFFREY PAUL
13 KAISER PLACE
PALM COAST, FL 32164

ANZALONE ROSARIO & MARIA
8461 N FURNO TERR
CRYSTAL RIVER, FL 32629

ARRUDA DENISE E & RUSSELL J W&H L
15 KATHYRN PLACE
PALM COAST, FL 32164

AYERS RICHARD THORNE
& PATRICIA MATTINGLY H&W
61 KASHMIR TRAIL
PALM COAST, FL 32164

BAER LEWIS W &
JUDITH E H&W
20 KATHRYN PLACE
PALM COAST, FL 32164

BAER STACEY W
10 KAINITE COURT
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BARBERA PETER M TRUSTEE
14 KALANCHOE COURT
PALM COAST, FL 32164

BASKIN DENIS Y
10 PEYTON PL
PALM COAST, FL 32164

BEATY ADAM &
RACHEL ORD JTWROS
811 FRANKLIN AVE
SOUTH PLAINFIELD, NJ 07080

BERRY KIM ALLAN & ELISABETH
H&W
6 KATRINA PLACE
PALM COAST, FL 32164

BERTISH THEORA E
LIFE ESTATE
54 KALAMAZOO TRL
PALM COAST, FL 32164

BLOW MELISSA & RICKY H&W
3 KAINITE PLACE
PALM COAST, FL 32164

BOKANOSKI JOHN & ASHLEY L
H&W
12 KATRINA PL
PALM COAST, FL 32164

BONDARCHUK VICTOR
6307 N E 4TH AVE
VANCOUVER, WA 98665

BOUDREAU JAMIE & JASON H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BOUDREAU JASON & JAMIE H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BRAGG ROOSEVELT
3 KATHRYN CT
PALM COAST, FL 32164

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

BREGAUDIT REYNALDO A
4 RIVERGLEN DRIVE
THIELLS, NY 10984

BRITT JOSEPH D SR &
KAREN E H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BRITT JOSEPH JR & KAREN H&W
LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BROWN H DUANE & MARY JANE
BROWN H&W
15 KALAMAZOO TRAIL
PALM COAST, FL 32164

CAHILL PHILIP & KAREN TERRANCE JTWROS
36 KALAMAZOO TRAIL
PALM COAST, FL 32164

CAMPBELL GREGORY C & ERIKA J H&W
9 KALE COURT
PALM COAST, FL 32164

CASTRO ALEJANDRO & ERNESTINA
90-22 202ND STREET
HOLLIS, NY 11423

CHANEY GENE EDWARD
11 KALANCHOE CT
PALM COAST, FL 32164

CHATMON TYRONE
15 KATRINA PLACE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLARK MATTHEW & STACY PORTINARI JTWROS
67 KALAMAZOO TRAIL
PALM COAST, FL 32164

COLE GARY W
LIFE ESTATE
10 KAISER PLACE
PALM COAST, FL 32164

COULSON SCOTT & CATHY HAMILTON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

COULTER TIMOTHY J & LINDA P H&W
54 KASHMIR TRIAL
PALM COAST, FL 32164

COURY RICHARD ALEXANDER & TERI SUSAN HOLLEY JTWROS
61 KALAMAZOO TRAIL
PALM COAST, FL 32164

CRANDALL JONAH CHRISTOPHER
49 KALAMAZOO TRAIL
PALM COAST, FL 32164

CUNNINGHAM MICHAEL
8848 78TH STREET
WOODHAVEN, NY 11421

DAWLEY DAVID J & CYNTHIA J DAWLEY TRUSTEES
2 KALORAMA COURT
PALM COAST, FL 32164

DAY PHILLIP A & MAUREEN L
71 KATHLEEN TRAIL
PALM COAST, FL 32164

DEKOKER SCOTT & ROBIN H&W
1 KALORAMA COURT
PALM COAST, FL 32164

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

DESENA BERNARD
& CHRISTI LYNN DEWITT DESENA H&W
58 KALAMAZOO TRL
PALM COAST, FL 32164

DIETRICH SHAWN
& DIANA DAY H&W
9 ZODIAC PLACE
PALM COAST, FL 32164

DILELLO VINCENT C
& SALLIE M H&W
4 KAINITE PLACE
PALM COAST, FL 32164

DIMILLO JOHN M & KIRI A W&H
17 KAISER PLACE
PALM COAST, FL 32164

DINI ALEX & THERESA H&W TRUSTEES
12 STEINBACH PLACE
WESTWOOD, NJ 07675

DIPPOLITO SHAWN & TORI ANTHONY JTWROS
52 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONALD PEARL COWART
55 KALAMAZOO TRAIL
PALM COAST, FL 32164

DYCUS DWAYNE C & NATALYA GENNADYEVNA DYCUS H&W
59 KALAMAZOO TRAIL
PALM COAST, FL 32164

EDWARDS JAMES W & MARTHA H&W
9 KATSURA TREE PLACE
PALM COAST, FL 32164

EILBECK JEFFREY M & CONNIE M H&W
3 KAINITE CT
PALM COAST, FL 32164

ERNST ROY C & MICHELLE R H&W
22 KATHRYN PLACE
PALM COAST, FL 32164

ESTES DENNIS J
2 KAINITE PL
PALM COAST, FL 32164

EVANS WILDA Y
& JOHN SCOTT H&W
55 KASHMIR TRAIL
PALM COAST, FL 32164

FENTY JOSHUA VINCENT
37 KALAMAZOO TRAIL
PAIM COAST, FL 32164

FERGUSON ANJELLA E
3310 NILES STREET
SILVER SPRING, MD 20906

FERREIRA BRIAN & MARIA FERREIRA J
1 EASTWICK PLACE
PALM COAST, FL 32164

FISHER CRAIG & LAWRENCE FISHER
1204 DARTMOUTH RD
ALEXANDRIA, VA 22134

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FORESTIER JOSEPH F &
SANDRA J
42 CENTRAL STREET
SAUGUS, MA 01906

FOSTER ANTHONY JR &
MELISSA AMC
3 KALE COURT
PALM COAST, FL 32164

GALUSHA JOHN M &
REBECCA C
8 KALANCHOE CT
PALM COAST, FL 32164

GARCIA CARMEN TRUSTEE
2387 SW 5TH STREET
MIAMI, FL 33135

GARCIA JOAQUIN JR
& JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GARDNER ALBERT T
LIFE ESTATE
5 KAISER CT
PALM COAST, FL 32164

GIBSON CHRISTINA & JAQUELINE
KISSMAN JTWROS
50 KASHMIR TRAIL
PALM COAST, FL 32164

GLASER ROBERT A
24 NORTHVIEW RD
NEW PROVIDENCE, NJ 07974

GMYR VITALIY
10 KALORAMA COURT
PALM COAST, FL 32164

GOLDBERG DAVID S & AMANDA J
RASLOWSKY H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GORDON BRUCE
1 KATHRYN PLACE
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GRAVELLE DONNA M
& DENNIS R GRAVELLE JTWROS
20 KALAMAZOO TRL
PALM COAST, FL 32164

GRIEST DAVID ALLAN & MICHELLE HAR
83 HUMMINGBIRD COURT
PALM COAST, FL 32164

GRIFFITH KAREN
KEMBA GRIFFITH JTWROS
6 KAINITE PL
PALM COAST, FL 32164

GRIMES JAMES B
& SHARON M H&W
42 KALAMAZOO TRAIL
PALM COAST, FL 32164

GUERCIN VITALINE
& SANDRA GUERCIN JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR & TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO CANADA L3Z 4J1,

GUTIERREZ LINDA D
113 MADELENA DR
LA HABRA, CA 90631

HAMILTON CATHY A & SCOTT C
COULSON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

HAMILTON CATHY A & SCOTT S
COULSON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

HERBST ALICIA & RICHARD H&W
13 KATRINA PLACE
PALM COAST, FL 32164

HERMANN BONNIE & LYLE
W&H
16 KALAMAZOO TRL
PALM COAST, FL 32164

HERNANDEZ FELIX MARIO & MARIA ELE
8 KAINITE COURT
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HUBER WALTER RUSSELL GUARDIAN
FOR RUSSELL W HUBER
5 KAISER PLACE
PALM COAST, FL 32137

HUERTA JUAN G
& JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

HUTH RONALD SCOTT & JACQUELINE
MARIE HUTH H&W
27 KALAMAZOO TRAIL
PALM COAST, FL 32164

JIMENEZ GUILLERMO
56 KALAMAZOO TRAIL
PALM COAST, FL 32164

JOHNSON REBECCA
10 KATRINA PLACE
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE COURT
PALM COAST, FL 32164

KAHOUD RAYMOND GEORGE
TRUSTEE
9 KALANCHOE CT
PALM COAST, FL 32164

KASHEPAROV DANIEL VALENTIN
65 KASHMIR TRAIL
PALM COAST, FL 32164

KATE PROPERTY GROUP LLC
57 NEW LEATHERWOOD DRIVE
PALM COAST, FL 32137

KEECH NICHOLAS RUSSELL &
GWINDOLYN M KEECH H&W
26 KALAMAZOO TRAIL
PALM COAST, FL 32164

KEGEL BONNIE E & MICHAEL J
WAYNE
16 KAISER PLACE
PALM COAST, FL 32164

KENNEY TIMOTHY & ROBIN H&W
14 KAISER PLACE
PALM COAST, FL 32164

KEO SOKHOM DANNY &
RUTH DUL H&W
792 BRAHMA ST
PASO ROBLES, CA 93446

KILLMAN CRAIG R
11 KASBAH PL
PALM COAST, FL 32164

KINCAID JERRY & SONYA H&W
6 KASBAH PLACE
PALM COAST, FL 32164

KING AMANDA
4 KALORAMA CT
PALM COAST, FL 32164

KNYKIN OLEG & IRINA A
KNYKIN H&W
53 KASHMIR TRL
PALM COAST, FL 32164

KONDRATIUK RUSLAND
& IVAN KONDRATIUK & DARYNA KONDF
7863 DOE TRAIL WAY
ANTELOPE, CA 95843

KRASSOVSKIY ALEXANDR &
LYUDMILA KRASSOVSKAYA
7 KATHRYN COURT
PALM COAST, FL 32164

KUHN EDWARD T
& COLLEEN M H&W
7 KATSURA TREE PL
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

KUZMIN VERA
PO BOX 352293
PALM COAST, FL 32135

LEDESMA WALTER
2330 SW 6TH ST
MIAMI, FL 33135

LEEMAN LORNE L &
LISA K H&W
30 KALAMAZOO TRAIL
PALM COAST, FL 32164

LENNON JOHN & SHEILAH CLARK H&W
8 KALE COURT
PALM COAST, FL 32164

LEWIS LEVERN BILL
& PATRICIA LYNN LEWIS TRUSTEES
57 KALAMAZOO TRAIL
PALM COAST, FL 32164

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LOPEZ RONALD A & JESSENIA
H&W
4 KATSURA TREE PLACE
PALM COAST, FL 32164

MAGUIRE BARBARA K
57 KASHMIR TRAIL
PALM COAST, FL 32164

MARGIOTTA FRANK J
& CONNIE S H&W
11 KAISER PLACE
PALM COAST, FL 32164

MCCOY DOMINIQUE B
18130 KARA CT
TAMPA, FL 33647

MCKINNEY TIFFANY & JERMAINE
W&H
4 KAISER COURT
PALM COAST, FL 32164

MCPHERSON MICHAEL C &
DOROTHY T H&W LIFE ESTATE
P O BOX 1725
BUNNELL, FL 32110

MEDINA ALBERT &
BETSABE PEREZ
7 KAISER PLACE
PALM COAST, FL 32164

MEDINA RAFAEL A
5 KALANCHOE CT
PALM COAST, FL 32164

MILLER REBECCA L & GEORGE
SHERMAN MILLER W&H
6 KATHRYN PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

NEE KARLTON G
68-34 LOUBET STREET
FOREST HILLS, NY 11375

NICOLOSI NEIL V
TRUSTEE
3 KAISER COURT
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&V
21 KATHRYN PLACE
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

ONE THIRD CONSTRUCTION LLC
4 BRIGHTON ROAD SUITE 204
CLIFTON, NJ 07012

OWENS DEBORA
4 KAINITE COURT
PALM COAST, FL 32164

PAPPAS MARTHA & OURANIA
1160 84TH STREET
BROOKLYN, NY 11228

PARGAS PAUL & AINO
C/O TINA SAVO
2521 RYCE DR.
WALDORF, MD 20601

PEREIRA ANDRE
& DELLAMARIE H&W
80 FORRESTER PLACE
PALM COAST, FL 32137

PICONE LESLIE E
& CHARLES G MACALUSO W&H
45 KALAMAZOO TRL
PALM COAST, FL 32164

PINO RAUL M & TERESA J
PINO H&W
5 KALE COURT
PALM COAST, FL 32164

PLATZER RENATE
SHADY OAKS
3204 QUEEN PALM DRIVE
EDGEWATER, FL 32414

POGAS KATHY & STACY V TINGER
JTWROS
24 KALAMAZOO TRL
PALM COAST, FL 32164

PRITT RICHARD J
51 AUBERRY DR
PALM COAST, FL 32137

RAWLINS KEVIN DALTON &
JEAN FRIEDL H&W
45 KASHMIR TRAIL
PALM COAST, FL 32164

REINSMITH MARTIN
675 CONCORD RD
NAZARETH, PA 18064

RETTAGLIATA RONALD & BARBARA
182 WOEHRLE AVE
STATEN ISLAND, NY 10312

RICHARDSON WILMA
LIFE ESTATE
63 KALAMAZOO TRAIL
PALM COAST, FL 32164

RIEHL ROBERT
TRUSTEE
16 MADISON AVE
PORT CHESTER, NY 10573

RODRIGUEZ ANGEL & CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ ERIC
3510 DURHILL STREET
HOUSTON, TX 77025

RODRIGUEZ VILMA & JASMINE
FLORES FLORES JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

ROWSELL CHARLES JR
& SIEW LEE-ROWSELL H&W
8 KALORAMA COURT
PALM COAST, FL 32164

SAMOFAL ALEKSANDR &
YELENA SAMOFAL H&W
100 BROOK AVE
STATEN ISLAND, NY 10306

SANCHEZ ANTHONY J & JESSICA R
H&W
8 KAINITE PLACE
PALM COAST, FL 32164

SANCHEZ KRYSTEL AILEMA &
RICHARD W&H
9 KAISER PLACE
PALM COAST, FL 32164

SANTA MARIA DAVID A & DENISE L
SANTA MARIA H&W
48 KALAMAZOO TRAIL
PALM COAST, FL 32164

SCHENCK DOUGLAS L
& SHANNON H&W
4 KASBAH PL
PALM COAST, FL 32164

SCHROEDER DANIEL M & LINKA M
TRUSTEES
760 VALA DRIVE
SANTA BARBARA, CA 93111

SEELEY GARY
& TAMMY H&W TRUSTEES
4081 CAMPA LANE
ORMOND BEACH, FL 32174

SHEVNINA ILONA
& ANDREY AFANASYEV H&W
34 KALAMAZOO TRL
PALM COAST, FL 32164

SHVARTSBEYN BORIS & RAISA
TRUSTEES
96 PALMWOOD DRIVE
PALM COAST, FL 32164

SIDNEV DMITRY
& YULIA FOMINOVA H&W
7312 NW 25TH TER
BOCA RATON, FL 33496

SIM PASCUAL P &
AUREA B BELTRAN-SIM
75-18 193 ST
FRESH MEADOWS, NY 11366

SKIDMORE RANDELL & VICKI E
SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

SOKOLOV VLADIMIR &
DINA SOKOLOVA H&W
560 RIVERSIDE DRIVE #6H
NEW YORK, NY 10027

SORIANO MARIO ZAMORA
LIFE ESTATE
12204 SMOKE RIDGE CIRCLE S
JACKSONVILLE, FL 32225

SOTOLONGO JUAN J
15720 SW 100TH AVENUE
MIAMI, FL 33157

STAPLETON LAWRENCE J & CHARLENE
1 KATHRYN COURT
PALM COAST, FL 32164

STUART BRIAN C & VIVIAN M H&W
5 KAINITE COURT
PALM COAST, FL 32164

SUWINSKI MARVIN L &
MARY ANN QUINCI SUWINSKI H&W
7 KATHRYN PLACE
PALM COAST, FL 32137

SWANSON BARBARA LOUISE
& YVONNE MARIE AMC
9 KATHRYN PL
PALM COAST, FL 32164

TAYLOR WAYNE L
9 KAINITE PLACE
PALM COAST, FL 32164

TENNANT DOUGLAS EDWARD
7 KALANCHOE COURT
PALM COAST, FL 32164

TENORI JONATHAN
58 KASHMIR TRAIL
PALM COAST, FL 32164

TOMIEV MYKHAILO & TETIANA
H&W
10 KALANCHOE COURT
PALM COAST, FL 32164

TRINIDAD ISAIAH R & GERONIMA C
TRINIDAD TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TURI WILLIAM A
8 KATSURA TREE PLACE
PALM COAST, FL 32164

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

WARD JAMES K & THERESE M H&W
4 KALE COURT
PALM COAST, FL 32164

WARNER LAURA
49 KASHMIR TRAIL
PALM COAST, FL 32164

WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

WEIR JAMES R &
TONYA WEIR H&W
P.O. BOX 504
BUNNELL, FL 32110

WILKIE TAMMY LYNE
4 KATHRYN PLACE
PALM COAST, FL 32164

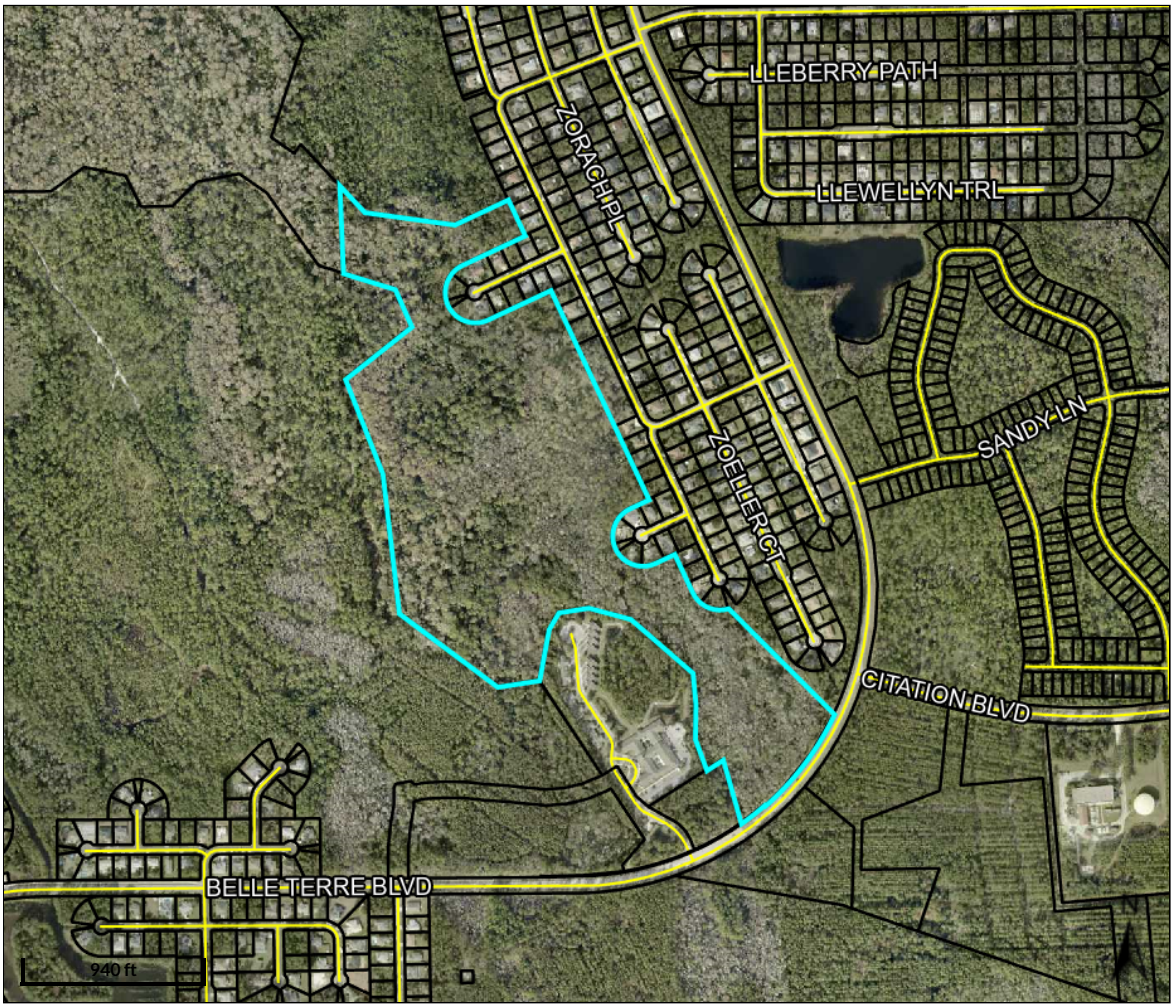
WILLIAMS FLOYD ENRICO &
CAROLYN PRISCILLA ARMBRISTER AM(
18 KALAMAZOO TRAIL
PALM COAST, FL 32164

WISE VINCENT W JR & KATHI K H&W
51 KASHMIR TRAIL
PALM COAST, FL 32164

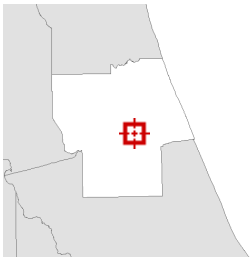
YEATTS THOMAS EUGENE &
MELANIE K H&W LIFE ESTATE
10 KAINITE PLACE
PALM COAST, FL 32164

ZAVALKOVSKY EDWARD
& SVETLANA H&W
130 GOLDEN TRAIL MAPLE ONTARIO, C
L6A5A1,

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-0650-000C0-0011	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721	**Land Value**	$15,905	**Last 2 Sales**			
Prop ID	79719			**Ag Land Value**	$0	**Date**	**Price**	**Reason**	**Qual**
Class Code	CONSERVATION					6/1/2003	$945000	V	Q
Taxing District	61			**Building Value**	$0	1/1/1900	$49289	V	U
GIS sqft	2,764,323.168	**Physical Address**	n/a	**Misc Value**	$0				
				Just Value	$15,905				
				Assessed Value	$15,905				
				Exempt Value	$0				
				Taxable Value	$15,905				

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

Developed by SCHNEIDER GEOSPATIAL

7 ZOFFWOOD CT LAND TRUST
1945 CHARRINGTON DR
WEST BLOOMFIELD, MI 48324

8 ZOELLER CT LAND TRUST &
HAMMOCK MANAGEMENT LLC TRUSTE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

ALMAZAN ANTONIO BITANGA &
FREDESWINDA LEANO ALMAZAN H&W
14 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ALMEIDA MIGUEL & BETH ERIN
ALMEIDA H&W
10 ZORACH PLACE
PALM COAST, FL 32164

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ALVAREZ DALIA S LIFE ESTATE
43 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

AMARNANI RAMESH & JYOTI H&W
7081 ROSABELLA CIRCLE
JACKSONVILLE, FL 32258

AMMIRATI JEANINE
183 ERIC DRIVE
PALM COAST, FL 32164

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BENTON DAVID
& JESSICA H&W
39 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BINDER YURIY & POLINA H&W
239 DUNHAMS CORNER RD
EAST BRUNSWICK, NJ 08816

BOLSER SANDRA GAIL & RONALD
W&H
36 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BROWN PHILIP
8 ZOFFWOOD COURT
PALM COAST, FL 32164

BURCHAM CHERYL
23 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CHANEY ANDREA RANARD
11 ZOFFINGER PL
PALM COAST, FL 32164

CHAO SARON & MOS M CHAO W&H
4 ZOFFWOOD COURT
PALM COAST, FL 32164

CHEREMNYKH VIKTORIYA &
YURIY V CHEREMNYKH JTWROS
18 ZORACH PLACE
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLARKE JENNIFER
7605 GLENWOOD RD
BROOKLYN, NY 11236

CLYMER TROY L
& TRACEY L H&W
27 ZOELLER COURT
PALM COAST, FL 32164

CONNER ROBERT M
3 ZODIAC PLACE
PALM COAST, FL 32164

CRISMAN JAMES E &
SHERRI A H&W LIFE ESTATE
41 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRISP GERARD A
37 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUCCINELLO NICHOLAS &
ROSANNE S H&W
4 ZOFFINGER PLACE
PALM COAST, FL 32164

CUMBER LAUREN B & BRADLEY O
CUMBER H&W
16 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM JEAN & ORVILLE LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM MICHAEL ANTONIO
38 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUNNINGHAM ORVILLE & JEAN LIFE ES
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM OSWALD G &
DELORES CLARK
2 ZOELLER COURT
PALM COAST, FL 32164

CUNNINGHAM PERUAL G &
SHIRLEY H&W
6 ZORACH PLACE
PALM COAST, FL 32164

DAVIS GREGORY A & HELEN MARIE
DAVIS H&W
16 ERICKSON PLACE
PALM COAST, FL 32164

DAVIS THOMAS A & JERI L H&W
24 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEAN JACK D &
ANA M AMC
40 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEBOER BEATRIX MARIA & JAMES B SI
6 ZODIAC PLACE
PALM COAST, FL 32164

DEONARINE INDARJIT
& OOMROUTIE DEONARINE TRUSTEES
10 ZONAL GERANIUM TRAIL
PALM COAST, FL 32137

DIETRICH SHAWN
& DIANA DAY H&W
9 ZODIAC PLACE
PALM COAST, FL 32164

DOBBYN DARREN &
MEGAN STAUFFACHER JTWROS
16 ZOELLER CT
PALM COAST, FL 32164

DODSON RONALD & CHARLOTTE
DODSON H&W
202 SUMMERHAZE COURT
ORMOND BEACH, FL 32174

DOEZIE JAMES A &
JUDY K LO H&W
22516 LAKE FOREST LANE
LAKE FOREST, CA 92630

ERNST ROBERT A & MARY RUSSELL
ERNST H&W
15 EDITH POPE DRIVE
PALM COAST, FL 32164

FALLON VERA
15 ZOFFER CT
PALM COAST, FL 32164

FARON STEVEN D
& VERONICA B H&W
21 ZOFFER COURT
PALM COAST, FL 32164

FKH SFR N LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLORES CARMEN
30 RENSHAW DRIVE
PALM COAST, FL 32164

FLORIDA LAND TRUST NO 3530 FORTU
TRUSTEE
PO BOX 6367
JACKSONVILLE, FL 32236

GANTERT MICHAEL EDWARD &
DONNA O H&W
3 ZOFFWOOD CT
PALM COAST, FL 32164

GARCIA JOAQUIN JR
& JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GESSWEIN F CLARK & JANICE H
15120 HONSENA DRIVE
CENTREVILLE, VA 22020

GIACCONE AXEL A & RAMON M
GIACCONE TIC
718 TURKEY CREEK
ALACHUA, FL 32615

GORALSKI ANDREW JOSEPH
& IRENE H&W
44 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GOURIN ALEXANDER
45 NORTHSHORE DRIVE
PALM COAST, FL 32137

GRATI IGOR & VIOREL SANDUTA &
INA SIRETEANU H&W
29 LAGARE STREET
PALM COAST, FL 32137

HEERASINGH SAVITRIE &
FRANKLIN HEERASINGH
101-11 159TH AVE
HOWARD BEACH, FL 11414

HORTON SUZANNE
47 ZONAL GERANIUM TRAIL
PLAM COAST, FL 32164

HUGHES LISA
& SUSAN M LESAGE TIC
17851 SW 4TH CT
PEMBROKE PINES, FL 33029

INVITATION HOMES 7 FLORIDA LP
PO BOX 803467
DALLAS, TX 75380

JAMES CHERYL L
9 ZORACH PLACE
PALM COAST, FL 32164

JOHNSON ANNIE LOUISE
14 ZOFFER COURT
PALM COAST, FL 32164

JOHNSON GARY E &
ANTONINA H&W
15 ZOELLER COURT
PALM COAST, FL 32164

KETTERER AARON & KRISTIN H&W
2 ZOFFWOOD CT
PALM COAST, FL 32164

KHIYTANI KISHINCHAND RAMCHAND
& MONA K KHIYTANI H&W
7081 ROSABELLA CIRCLE
JACKSONVILLE, FL 32258

KING J MARSHALL & SHARON M H&W
20 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

KNOTT KELLY JO & TROY ALLEN
KNOTT W&H
7 ZOFFER CT
PALM COAST, FL 32164

KORI SUBASH G TRUSTEE
18 ZOFFER COURT #B
PALM COAST, FL 32164

KORI SUBASH G
TRUSTEE
18 ZOFFER CT # B
PALM COAST, FL 32136

KULESKI GLORIA TRUSTEE
48 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

LANE KENT & LAURA MADDOCK H&W
29352 LAS CRUCES
LAGUNA NIGUEL, CA 92677

LEONARD NICHOLAS
24 ZORACH PLACE
PALM COAST, FL 32164

LEVITIN YEVGENIYA &
CHRISTOPHER J CHAPUT W&H
106 RIVER STREET
JERSEY CITY, NJ 07302

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LUCCA ANTHONY JOSEPH & STEVEN
WESLEY HAZZARD JTWROS
45 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MARQUES FERNANDO SILVA
89 GOLDEN HILLS RD
DANBURY, CT 06811

MARZILLI RICHARD P
2 ZODIAC PL
PALM COAST, FL 32164

MATOS JACINTO JOSE & DOMINGAS LU
46 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MCBRIDE MAI W LIFE ESTATE
6 ZOFFINGER PLACE
PALM COAST, FL 32164

MCGUIRE TIMOTHY J & BOBBI
MCGUIRE H&W
22 ZORACH PLACE
PALM COAST, FL 32164

MCLEVY MALCOLM J
& DONNA SACHI H&W
37 FAIRCHILD DR
BETHEL, CT 06801

MENDEN MICHAEL T & BEATRICE L
MENDEN H&W
9 ZOELLER COURT
PALM COAST, FL 32164

MIRAL CORP
636 BROADWAY STE A
SAN DIEGO, CA 92101

MOLNAR MICHAEL A & JENNIFER LYNN
12 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MOY SO SIM &
KWOK HAY MOY
84 COOLIDGE ST
BROOKLINE, MA 02146

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MUIR LINDA C
19 ZORACH PLACE
PALM COAST, FL 32164

NAIR GOPINATHAN G & SHYAMALA H&W
6 ZOFFER CT
PALM COAST, FL 32164

NARONA LLC
21 CLASSIC COURT
PALM COAST, FL 32137

NEMETH MILANA
25 ZOELLER COURT
PALM COAST, FL 32164

NGUYEN NGOC LAN THI &
TRUONG NGUYEN W&H
1195 EUREKA AVE
LOS ALTOS, CA 94024

NUVIEW TRUST CO FBO
LILIYA TEMNOROD IRA & MIKHAIL TEMI
280 S RONALD REAGAN BLVD #200
LONGWOOD, FL 32750

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

PAGAN RAUL E & CARMEN R
11 ZONAL GERANIUM TRL
PALM COAST, FL 32164

PANASENKOV OLGA & SERGEY H&W
12300 PUEBLO RD
GAITHERSBURG, MD 20878

PEREZ DE ALEJO JORGE L &
DANIEL A PEREZ DE ALEJO
417 LIBERTY ST
LITTLEFERRY, NJ 07643

PESSINA KEVIN ROBERT
& JENIFER H&W
22 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

PHELPS NATHAN ANDREW
& AMBER LYNN H&W
13 ZOFFER COURT
PALM COAST, FL 32164

POLICARPE MARTAVIS
7 ZOFFINGER PLACE
PALM COAST, FL 32164

PRIMELLES CELIA ALEJANDRA
LIFE ESTATE
9021 SW 21 STREET
MIAMI, FL 33165

REYNOLDS TIMOTHY & MARIE H&W
35 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ROESCH JEFF J JAMES SR &
MARIA T H&W
9 ZOFFINGER PLACE
PALM COAST, FL 32164

ROLLOFF BETTY JANE
1 ZODIAC PLACE
PALM COAST, FL 32164

SALYERDS STEPHEN C
13 ZORACH PLACE
PALM COAST, FL 32164

SANDOR SYLVESTER R &
ANNE H&W TRUSTEES
30 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

SANTOS FERNANDO S SOSA &
JANIL D VALENCIA H&W
5 ZODIAC PLACE
PALM COAST, FL 32164

SAPIR DMITRY & INES SAPIR H&W
12 RIVERBEND
PALM COAST, FL 32137

SEAGATE HOMES LLC
185 CYPRESS POINT PARKWAY SUITE 7
PALM COAST, FL 32164

SFR JV-2 2024-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SHERMAN ALEXANDER & LUBA H&W
7011 CHIALA LANE
SAN JOSE, CA 95129

SHOLES PAUL MICHAEL
6 ZOFFWOOD COURT
PALM COAST, FL 32164

SHRAYER SVETLANA
221 WESTMOUNT BIVD
VAUGHAN L4J 7W2 CANADA,

SIMMONS SHAWN T
13 PATRIC DRIVE
PALM COAST, FL 32164

SINGH GULWATANPREET
14 ZORACH PLACE
PALM COAST, FL 32164

SMITH KENNETH D
12 ZOELLER COURT
PALM COAST, FL 32164

STEWART MICHAEL HAMAN JR
& COLLEN NICOLE H&W
5 ZOFFINGER PLACE
PALM COAST, FL 32164

TALLMAN BLAINE
6 ZOELLER COURT
PALM COAST, FL 32164

TELL LEONID & SVETLANA AUZHANOVA
& DAMILYN LEONIDOVNA TELL & DANA
23781 HALBURTON RD
BEACHWOOD, OH 44122

TEXIDOR REYNALDO TRUSTEE
28 ZOELLER COURT
PALM COAST, FL 32164

THOMAS SANDRA J
LIFE ESTATE
11 ZORACH PLACE
PALM COAST, FL 32164

TONER ANN F
C/O DAMON TOBEY
19 ZOFFER CT
PALM COAST, FL 32164

TRINIDAD ISAIAH R & GERONIMA C
TRINIDAD TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TYNDAL ERICK JR
4 ZOELLER CT
PALM COAST, FL 32164

VAITKEVICUS RUSLANAS
30 ZOELLER COURT
PALM COAST, FL 32164

VILLAREAL ERNESTO RAMIREZ
290 WILSON AVENUE APARTMENT 200
PERRIS, CA 92571

VLADOV IGOR
& LARISA VLADOVA JTWROS
9809 COBBLESTONE LAKES COURT
BOYNTON BEACH, FL 33472

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

WAJDA STEVEN EDWARD & KIM MARIE
8 ZOFFER CT
PALM COAST, FL 32164

WANAT CAROL A
47 BLACKMAN ROAD
HEBRON, CT 06248

WARD DOUGLAS W LIFE ESTATE
1 ZOFFINGER PLACE
PLAM COAST, FL 32164

WARD ROBERT BRYAN IV & FAITH NYC
8 ZORACH PL
PALM COAST, FL 32164

WENY GEORGE
& SUSAN H&W TRUSTEES
2 ZOFFINGER PLACE
PALM COAST, FL 32164

WHITTAKER ANGELA KAY & ALBERT CL
21 ZONAL GERANIUM TRL
PALM COAST, FL 32164

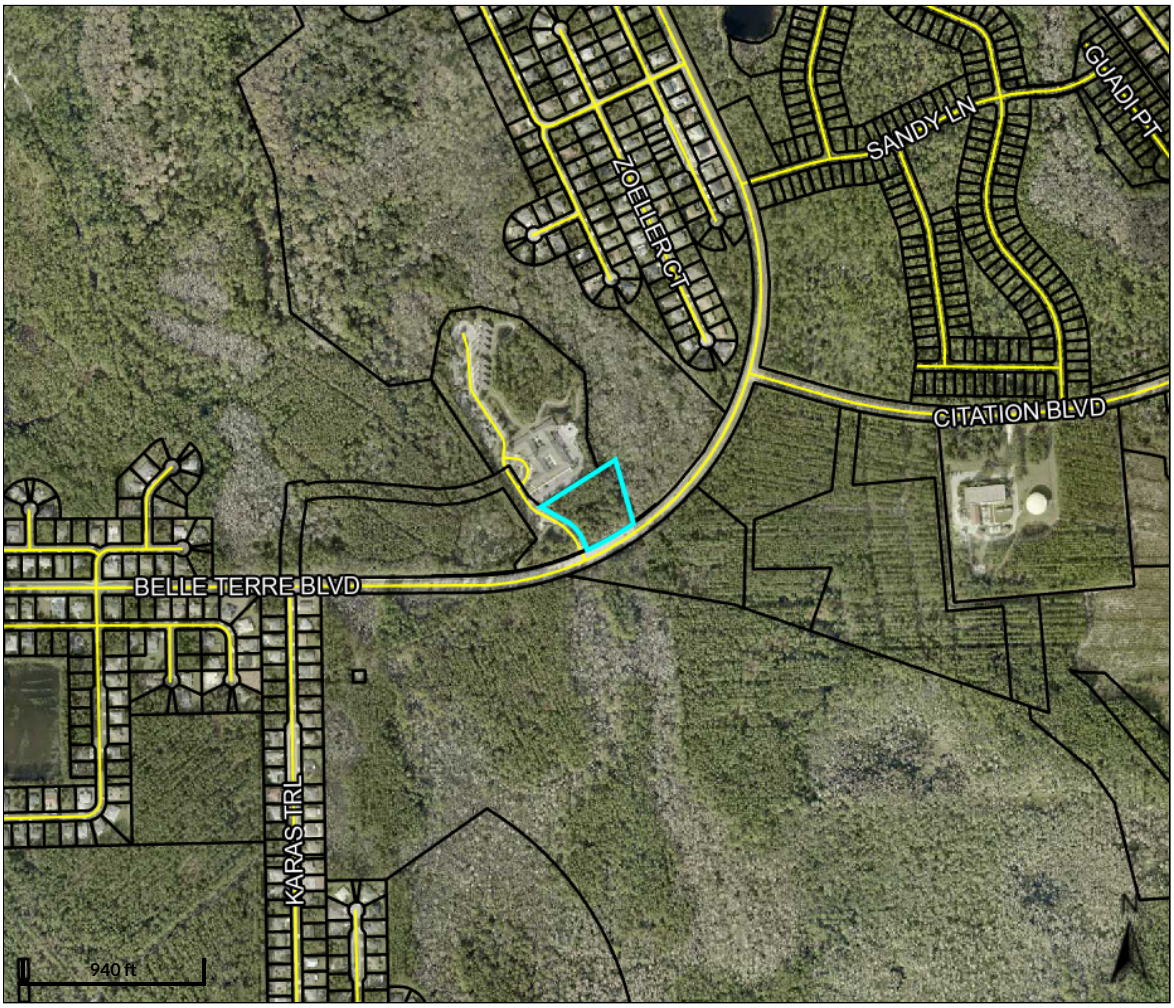
WILBURN JEREMY PHARISS
7 ZOELLER CT
PALM COAST, FL 32164

WISE CHOICE CUSTOM HOMES INC
77 SOUTH LAKE DRIVE
PALM COAST, FL 32137

YEMELYANOV ALEXANDER M
& ALLA A H&W
208 HOOKS MILL ROAD
AMERICUS, GA 31709

YEMELYANOV ALEXANDER M
208 HOOKS MILL ROAD
AMERICUS, GA 31709

FLAGLER COUNTY PROPERTY APPRAISER



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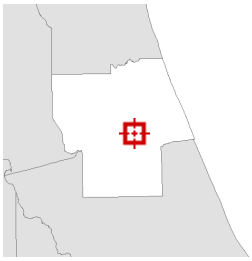

Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-4120-00T20-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	79730		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	102,793.208	**Physical Address**	n/a

Land Value	$0
Ag Land Value	$406
Building Value	$0
Misc Value	$0
Just Value	$80,380
Assessed Value	$406
Exempt Value	$0
Taxable Value	$406

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

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BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

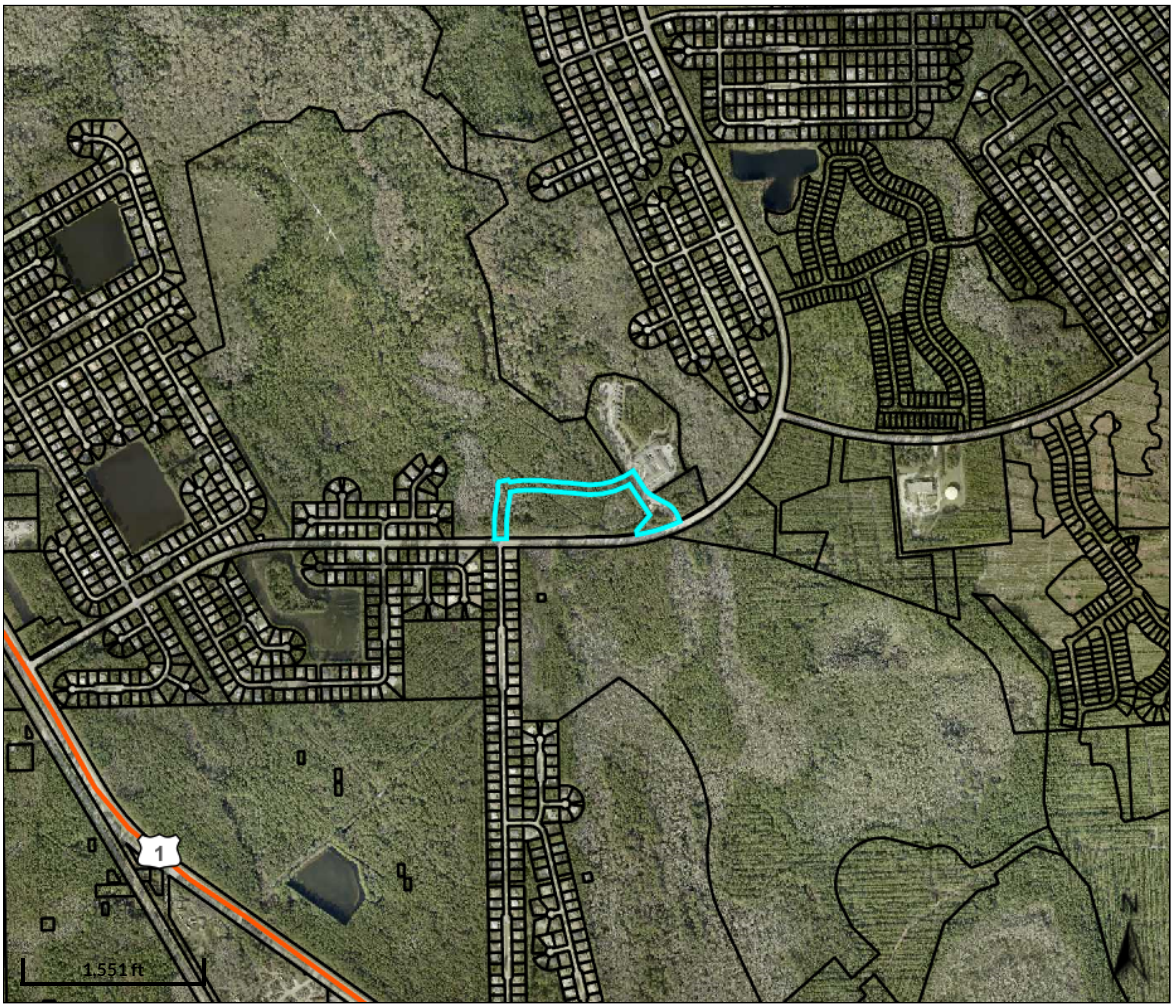
CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

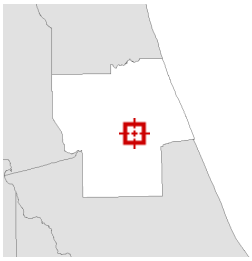
OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-4110-00T10-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	79729		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	209,928.424	**Physical Address**	n/a

Land Value	$9,650
Ag Land Value	$672
Building Value	$0
Misc Value	$10,617
Just Value	$34,567
Assessed Value	$20,939
Exempt Value	$0
Taxable Value	$20,939

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
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ALRIDGE DIAMOND
& MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ARRUDA DENISE E & RUSSELL J W&H L
15 KATHYRN PLACE
PALM COAST, FL 32164

BAER LEWIS W &
JUDITH E H&W
20 KATHRYN PLACE
PALM COAST, FL 32164

BAER STACEY W
10 KAINITE COURT
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BEATY ADAM &
RACHEL ORD JTWROS
811 FRANKLIN AVE
SOUTH PLAINFIELD, NJ 07080

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

FERREIRA BRIAN & MARIA FERREIRA J
1 EASTWICK PLACE
PALM COAST, FL 32164

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GLASER ROBERT A
24 NORTHVIEW RD
NEW PROVIDENCE, NJ 07974

GOLDBERG DAVID S & AMANDA J
RASLOWSKY H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GUERCIN VITALINE
& SANDRA GUERCIN JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR & TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO CANADA L3Z 4J1,

HERNANDEZ FELIX MARIO & MARIA ELI
8 KAINITE COURT
PALM COAST, FL 32164

HUERTA JUAN G
& JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&V
21 KATHRYN PLACE
PALM COAST, FL 32164

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P
P.O. BOX 612
DELAND, FL 32721

OWENS DEBORA
4 KAINITE COURT
PALM COAST, FL 32164

PLATZER RENATE
SHADY OAKS
3204 QUEEN PALM DRIVE
EDGEWATER, FL 32414

RODRIGUEZ ANGEL & CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ VILMA & JASMINE
FLORES FLORES JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

SKIDMORE RANDELL & VICKI E
SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

STAPLETON LAWRENCE J & CHARLENE
1 KATHRYN COURT
PALM COAST, FL 32164

SWANSON BARBARA LOUISE
& YVONNE MARIE AMC
9 KATHRYN PL
PALM COAST, FL 32164

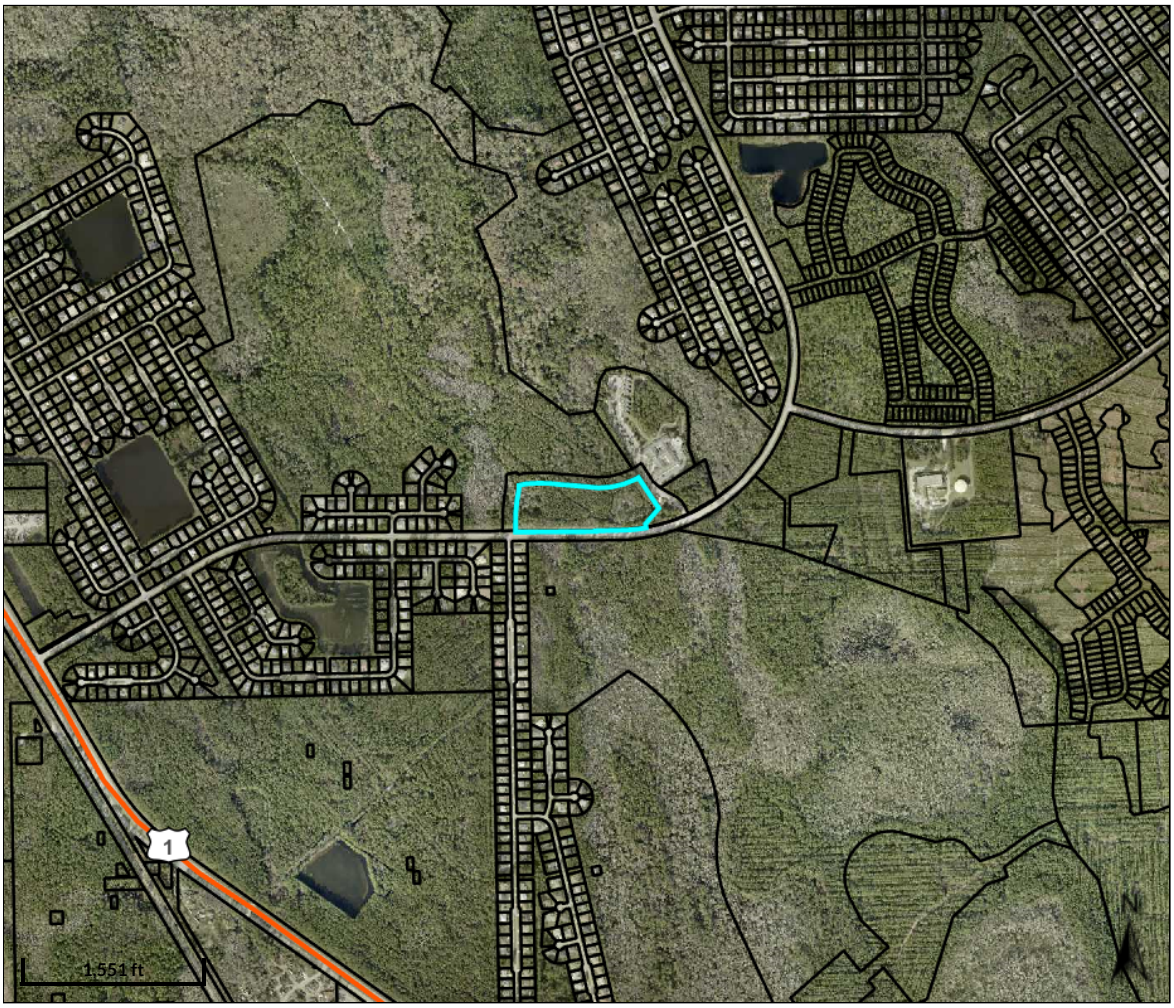
TAYLOR WAYNE L
9 KAINITE PLACE
PALM COAST, FL 32164

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

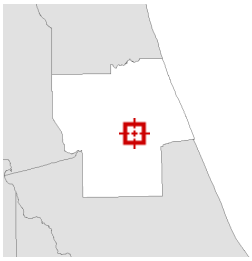
WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

YEATTS THOMAS EUGENE &
MELANIE K H&W LIFE ESTATE
10 KAINITE PLACE
PALM COAST, FL 32164

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	19-12-31-4130-00T30-0000	**Owner**	OARE ASSOCIATES LLC C/O SHUFFIELD, LOWMAN & WILSON, P.A. P.O. BOX 612 DELAND, FL 32721
Prop ID	79731		
Class Code	TIMBERLAND 80-89		
Taxing District	61		
GIS sqft	418,987.674	**Physical Address**	n/a

Land Value	$0
Ag Land Value	$1,410
Building Value	$0
Misc Value	$0
Just Value	$266,590
Assessed Value	$1,410
Exempt Value	$0
Taxable Value	$1,410

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 1/12/2026
Last Data Uploaded: 1/11/2026 8:03:18 PM

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& MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ARRUDA DENISE E & RUSSELL J W&H I
15 KATHYRN PLACE
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BALASUNDRAM REUBEN S
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BEATY ADAM &
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BRASLAVSKIY MIKHAIL
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GUERCIN VITALINE
& SANDRA GUERCIN JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR & TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO CANADA L3Z 4J1,

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& JENNIFER M H&W
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PALM COAST, FL 32164

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18 KATHRYN PLACE
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FLORES FLORES JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

SKIDMORE RANDELL & VICKI E
SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

VS PALM COAST LLC
260 EAST BROWN STREET STE 250
BIRMINGHAM, MI 48009

WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

SINGLE FAMILY
SUMMARY TOTALS:
- 98 - TOWNHOMES
- 144 - 40' LOTS
- 195 - 50' LOTS
- 32 - 60' LOTS

469 LOTS TOTAL

APRIL 28, 2026

300'

PROPOSED BORROW PIT ACCESS ROAD

PROPOSED BORROW PIT

ZAUN TRAIL

20' STABILIZED EMERGENCY ACCESS ROAD

PHASE 4 AGE RESTRICTED
ACTIVE ADULT
- 22 - 40' LOTS (18%)
- 70 - 50' LOTS (58%)
- 28 - 60' LOTS (23%)

120 LOTS TOTAL

WILDLIFE CROSSING

PHASE 3 AGE RESTRICTED
ACTIVE ADULT
- 70 - 40' LOTS (71%)
- 24 - 50' LOTS (24%)
- 4 - 60' LOTS (4%)

98 LOTS TOTAL

ZONAL COURT

20' STABILIZED EMERGENCY ACCESS ROAD

ZONAL GERANIUM TRAIL

GATED ACCESS TO AGE RESTRICTED ACTIVE ADULT

WILDLIFE CROSSING

UPLAND AREA: 155.45 Ac.
WETLAND IMPACTS: 7.68 Ac.

PHASE 2
SINGLE FAMILY
- 26 - 40' LOTS (17%)
- 28 - 50' LOTS (18%)

MULTI FAMILY
- 98 - TOWNHOME LOTS (64%)

152 LOTS TOTAL

WILDLIFE CROSSING

WILDLIFE CROSSING

WILDLIFE CROSSING

PHASE 1
- 26 - 40' LOTS (26%)
- 73 - 50' LOTS (74%)

99 LOTS TOTAL

50' R/W COLLECTOR ROAD

BELLE TERRE BOULEVARD

TRAFFIC IMPACT ASSESSMENT

MAGNOLIA TRACE
For
GREENPOINTE DEVELOPERS, LLC

PALM COAST, FLORIDA

ETM No. 22-233

SUBMITTED BY

14775 Old St. Augustine Road
Jacksonville, FL 32258
Phone: 904.642.8990
Fax: 904.646.9485

April 27th, 2026

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THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:
THOMAS L. HATCHER, P.E., PTOE, PTP
FLORIDA PE NUMBER 93298

Software: Cube Version 6.4.5, CFRPM v7, ArcGIS v. 10.6, Synchro/Sim Traffic v. 12,

This work is intended solely for Greenpointe Developers, LLC and the City of Palm Coast. The scope of work and related responsibilities is as defined in the Client Contract. Any use which a third party makes of the work, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Decisions made or actions taken as a result of our work shall be the responsibility of the parties directly involved in the decisions or actions.

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Appendix C – COPC Transportation Facility Status Report (2023)

Appendix D – Traffic Count Data

Appendix E – SR-100 at Belle Terre Blvd Signal Timing Plan

Appendix F – FTO Seasonal Factor Report

Appendix G – Intersection Volume Calculations

Appendix H – Existing Traffic Conditions – Synchro Printouts

Appendix I – Growth Rate Calculations and Corresponding AADT Sheets

Appendix J – Background Traffic Conditions – Synchro Printouts

Appendix K – Phase 1 Volume Calculations and Synchro Printouts

Appendix L – Total Buildout Traffic Conditions – Synchro Printouts

Appendix M – Signal Warrant Analysis

Appendix N – COPC Turn Lane Guidelines November 2020

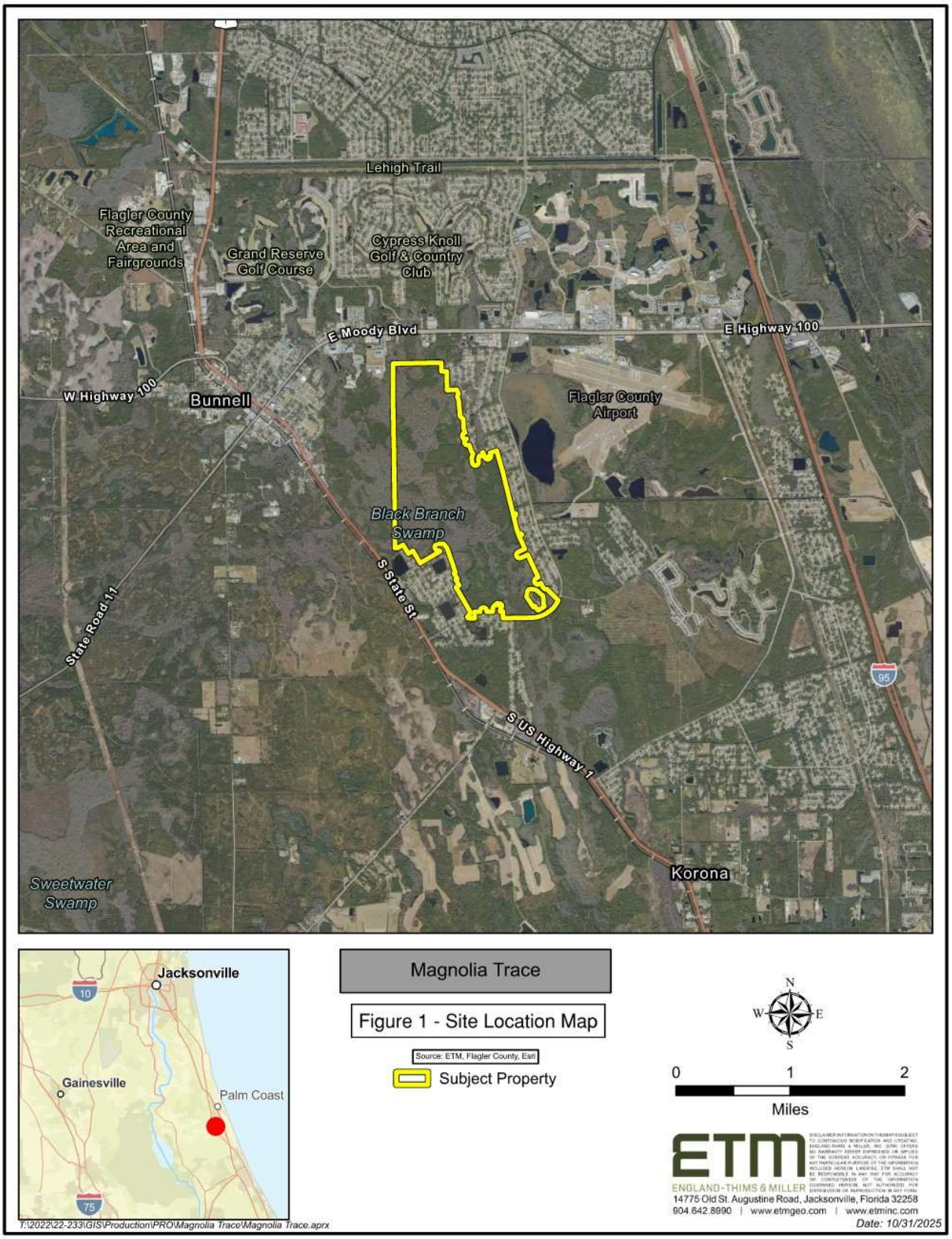
Introduction

The purpose of this traffic impact assessment is to evaluate the potential traffic impacts associated with the proposed Magnolia Trace development, which is located in the southern portion of the City of Palm Coast (COPC), south of SR-100, east of US-1, and west of the Flagler Executive Airport. The project is anticipated to be fully developed and occupied by 2031 and is expected to consist of approximately 135 single-family dwelling units, 98 multifamily townhomes, 209 active adult housing units, and approximately 35,000 square feet of retail space. Phase 1 of the development is proposed to include 99 single-family dwelling units. **Figure 1** illustrates the project location, **Figure 2** depicts the conceptual site plan, and **Table 1** summarizes the proposed development schedule for the project.

Table 1
Magnolia Trace
Development Program

Land Use	ITE Land Use Code	Quantity	Units	Year
Phase 1				
Single-family Housing	210	99	Dwelling Units	2031
Total Buildout (Phase 1 Included)				
Single-family Housing	210	135	Dwelling Units	2031
Multifamily Housing (Low Rise)	220	98	Dwelling Units	2031
Senior Adult Housing Single-Family	251	209	Dwelling Units	2031
Strip Retail Plaza <40KSF	822	35,000	Square Feet	2031

*Note: Buildout year is an estimate and influenced by market conditions.
**Source: England, Thims & Miller, Inc.


Lehigh Trail
Flagler County Recreational Area and Fairgrounds
Grand Reserve Golf Course
Cypress Knoll Golf & Country Club
E Moody Blvd
E Highway 100
W Highway 100
Bunnell
Flagler County Airport
Black Branch Swamp
S State St
State Road 11
S US Highway 1
Korona
Sweetwater Swamp
95
Jacksonville
10
Gainesville
Palm Coast
75
Magnolia Trace
Figure 1 - Site Location Map
Source: ETM, Flagler County, Esri
Subject Property
N
W
E
S
0
1
2
Miles
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com
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Date: 10/31/2025



Figure 2 - Conceptual Site Plan

Study Methodology

The traffic impact analysis has been prepared in accordance with the approved study methodology, which was submitted to the City of Palm Coast on November 4, 2025, and is included in **Appendix A**. Consistent with the approved methodology, a minimum annual traffic growth rate of 1 percent was applied, and the study area for projects generating more than 100 net new external PM peak hour trips was defined to include roadway segments where the project is anticipated to consume three percent (3%) or more of the adopted maximum service volume (MSV). **Table 2** and **Table 3** present the estimated project trip generation for Phase 1 and full buildout, respectively, using trip rates and equations from the *12th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual*. As a planned mixed-use development expected to incorporate commercial and residential land uses, the project is anticipated to generate internal capture and pass-by traffic; these trip components, along with the resulting gross project trip generation for a typical weekday and the AM and PM peak hours, are summarized in the referenced tables. Phase 1 is intended to utilize the existing Magnolia Trace Boulevard access at Belle Terre Boulevard and is evaluated separately under Phase 1 buildout conditions.

Table 2
Magnolia Trace - Phase 1
Project Trip Generation Estimates

CFRPM7 TAZ	Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Indepen-dent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Gross Trips			
							Entering		Exiting	
							%	Volume	%	Volume
Daily										
1364	Single-family Housing	210	99	Dwelling Units	T = 8.07(X) + 265.45	1,064	50%	532	50%	532
Total						***1,064***		***532***		***532***
AM Peak Hour										
1364	Single-family Housing	210	99	Dwelling Units	T = 0.67(X) + 5.59	72	27%	19	73%	53
Total						***72***		***19***		***53***
PM Peak Hour										
1364	Single-family Housing	210	99	Dwelling Units	Ln(T) = 0.92 Ln(X) + 0.33	95	62%	59	38%	36
Total						***95***		***59***		***36***

Source: ITE Trip Generation Manual 12th Edition

Table 3
Magnolia Trace - Total Buildout
Project Trip Generation Estimates

CFRPM7 TAZ	Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Indepen-dent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Gross Trips				Internal Capture		Pass-by		Net New External Trip Ends	Net New External Trip Ends			
							Entering		Exiting							Entering		Exiting	
							%	Volume	%	Volume	%	Volume	%	Volume		%	Volume	%	Volume
Daily																			
1364	Single-family Housing	210	135	Dwelling Units	T = 8.07(X) + 265.45	1,355	50%	678	50%	677	7%	93	0%	0	1,262	50%	631	50%	631
	Multifamily Housing (Low Rise)	220	98	Dwelling Units	T = 5.63(X) + 120.45	672	50%	336	50%	336	7%	46	0%	0	626	50%	313	50%	313
	Senior Adult Housing Single-Family	251	209	Dwelling Units	Ln(T) = 0.80 Ln(X) + 2.71	1,079	50%	540	50%	539	7%	74	0%	0	1,005	50%	503	50%	502
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	T = 42.20(X) + 229.68	1,707	50%	854	50%	853	10%	171	40%	614	922	50%	461	50%	461
	Total					***4,813***		***2,408***		***2,405***	***8.0%***	***384***		***614***	***3,815***		***1,908***		***1,907***
AM Peak Hour																			
1364	Single-family Housing	210	135	Dwelling Units	T = 0.67(X) + 5.59	96	27%	26	73%	70	1%	1	0%	0	95	27%	26	73%	69
	Multifamily Housing (Low Rise)	220	98	Dwelling Units	T = 0.35(X) + 12.93	47	24%	11	76%	36	1%	1	0%	0	46	24%	11	76%	35
	Senior Adult Housing Single-Family	251	209	Dwelling Units	Ln(T) = 0.71 Ln(X) + 0.40	66	34%	22	66%	44	1%	1	0%	0	65	34%	22	66%	43
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	T= 3.93(X)	138	55%	76	45%	62	2%	3	40%	54	81	55%	45	45%	36
	Total					***347***		***135***		***212***	***1.7%***	***6***		***54***	***287***		***104***		***183***
PM Peak Hour																			
1364	Single-family Housing	210	135	Dwelling Units	Ln(T) = 0.92 Ln(X) + 0.33	127	62%	79	38%	48	12%	16	0%	0	111	62%	69	38%	42
	Multifamily Housing (Low Rise)	220	98	Dwelling Units	T = 0.48(X) + 7.35	54	62%	33	38%	21	12%	7	0%	0	47	62%	29	38%	18
	Senior Adult Housing Single-Family	251	209	Dwelling Units	Ln(T) = 0.79 Ln(X) + 0.15	79	61%	48	39%	31	12%	10	0%	0	69	61%	42	39%	27
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	Ln(T) = 0.68 Ln(X) + 2.77	179	50%	90	50%	89	18%	32	40%	59	88	50%	44	50%	44
	Total					***439***		***250***		***189***	***14.8%***	***65***		***59***	***315***		***184***		***131***

Source: ITE Trip Generation Manual 12th Edition

Significance Analysis

A select link analysis was conducted for a new traffic analysis zone (TAZ 1364) that contains the land use data for Magnolia Trace added to the 2030 data set for version 7 of the *Central Florida Regional Planning Model (CFRPMv7)*. The distribution of project traffic was calculated and used to determine where the project is expected to consume three percent (3%) or more of the adopted MSV. Project traffic distribution was obtained from CFRPMv7 model outputs, with supporting traffic distribution printouts provided in **Appendix B**. The project traffic distribution was applied to the external traffic generated by the Magnolia Trace development to estimate project-related traffic volumes on each roadway segment in the project vicinity. These volumes were then compared to the adopted maximum service volume (MSV) to determine whether the project is expected to consume three percent (3%) or more of the MSV on each roadway segment. **Table 4** illustrates these calculations and whether Magnolia Trace is significant. **Appendix C** contains the *2023 Transportation Facility Status Report for the City of Palm Coast (TFS 2023)* used in the analysis as there is not currently PM peak hour information for the 2025 version.

Table 4
Magnolia Trace
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS STD	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
1260	Belle Terre Pkwy	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	21.64%	68	1.90%	NO
1263	Belle Terre Blvd	SR 100 to Zebulas Trl	4ln - Div	COPC	D	2,170	43.75%	138	6.36%	YES
1265	Belle Terre Blvd	Zebulas Trail to Zaun Trail	4ln - Div	COPC	D	2,170	44.22%	139	6.41%	YES
1270	Belle Terre Blvd	Zaun Trail to Citation Pkwy	4ln - Div	COPC	D	2,170	43.31%	136	6.27%	YES
1275	Belle Terre Blvd	Citation Pkwy to US 1	4ln - Div	COPC	D	2,170	52.27%	165	7.60%	YES
3325	Seminole Woods Pkwy	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3300	Seminole Woods Pkwy	Ulaturn Place to Citation Pkwy	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3310	Seminole Woods Pkwy	Citation Pkwy to Sesame Blvd	2-ln - UnDiv	COPC	D	2,170	1.55%	5	0.23%	NO
3305	Seminole Woods Pkwy	Sesame Blvd to US 1	2-ln - UnDiv	COPC	D	2,170	2.59%	8	0.37%	NO
3320	Sesame Boulevard	Seminole Woods Pkwy to terminus	2-ln - UnDiv	COPC	D	2,170	0.43%	1	0.05%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	D	3,580	15.07%	47	1.31%	NO
3510	State Road 100	Bulldog Drive to Landing Blvd	4ln - Div	FDOT	D	3,580	20.03%	63	1.76%	NO
3505	State Road 100	Landing Blvd to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	20.67%	65	1.82%	NO
3500	State Road 100	Belle Terre Pkwy to Palm Coast City Limits	4ln - Div	FDOT	D	3,580	1.44%	5	0.14%	NO
3725	US1 (SR5)	Royal Palms Parkway to Espanola Road	4ln - Div	FDOT	D	3,580	0.36%	1	0.03%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	9.48%	30	0.84%	NO
3750	US1 (SR5)	Belle Terre Pkwy to DuPont Rd	4ln - Div	FDOT	D	3,580	42.79%	135	3.77%	YES
3755	US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	4ln - Div	FDOT	D	3,580	37.08%	117	3.27%	YES
235	US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	4ln - Div	FDOT	D	3,580	34.28%	108	3.02%	YES

Source: FDOT Quality/Level of Service Handbook, CFRPMv7

= Significantly Impacted Link

Study Area

As prior indicated in **Table 4**, the following roadway segment and intersections are significantly impacted by the project and were included in this analysis.

Roadway Segments

- Belle Terre Boulevard from SR 100 to Zebulas Trail
- Belle Terre Boulevard from Zebulas Trail to Zaun Trail
- Belle Terre Boulevard from Zaun Trail to Citation Parkway
- Belle Terre Boulevard from Citation Parkway to US 1
- US 1 from Belle Terre Parkway to Dupont Road
- US 1 from Dupont Road to Seminole Woods Parkway
- US 1 from Seminole Woods Parkway to the Palm Coast City Limits

Intersections

- Belle Terre Boulevard and SR 100
- Belle Terre Boulevard and US 1
- Belle Terre Boulevard and Citation Boulevard

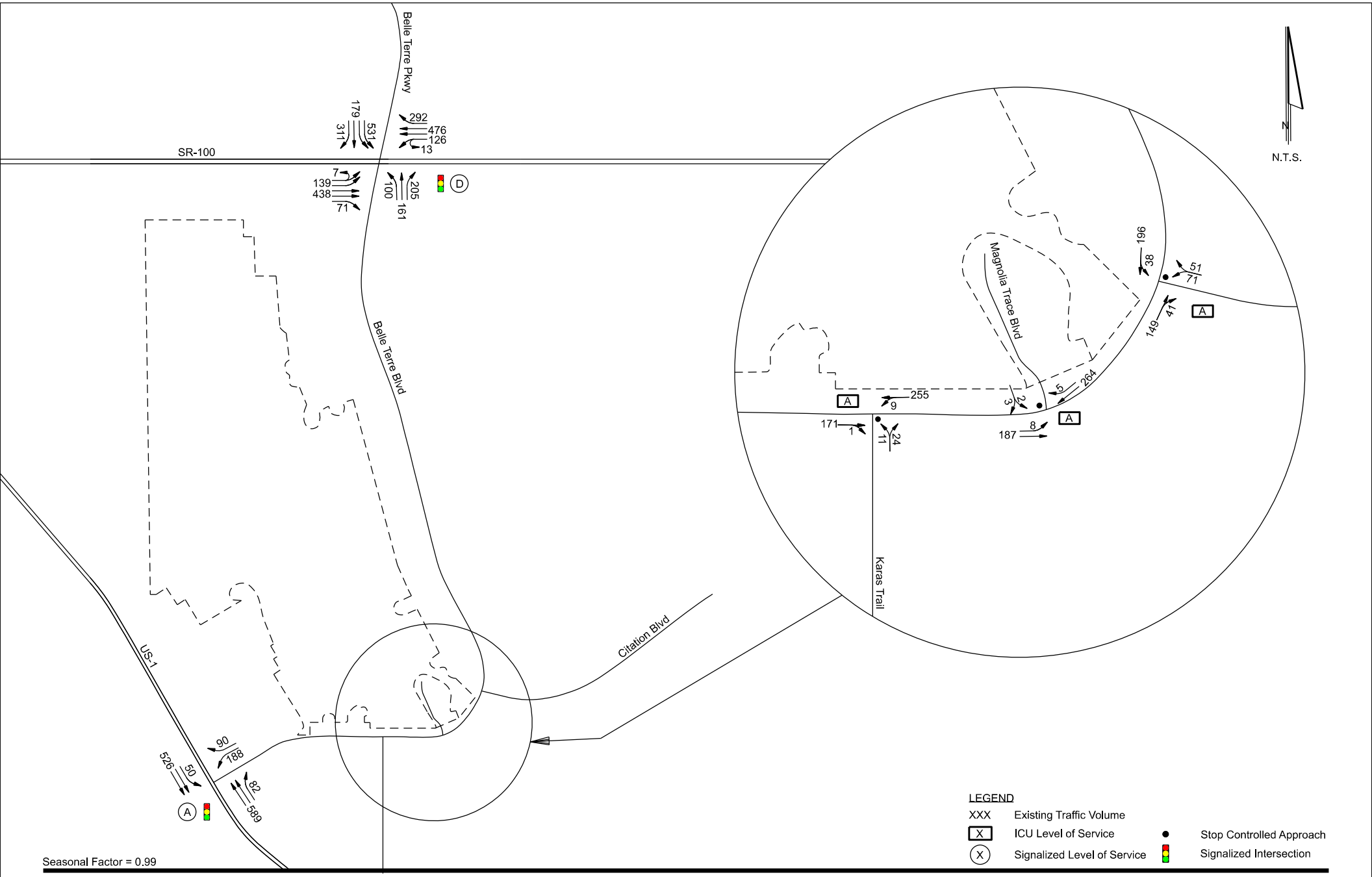
Inventory of Existing Conditions

Traffic counts at the existing intersections within the study area were collected on Tuesday, October 14, 2025, for both the AM and PM peak hours. Copies of the traffic count data are included in **Appendix D**. **Table 5** presents the existing PM peak hour traffic volumes on the adjacent segments of Belle Terre Parkway and US-1, along with the corresponding levels of service based on the most recent COPC TFS (2023). **Figure 3** and **Figure 4** illustrate the existing AM and PM peak hour turning movement volumes, respectively, at the study area intersections, along with the lane configurations and corresponding levels of service. Operational conditions were evaluated in accordance with the methodologies outlined in the *7th Edition of the Highway Capacity Manual (HCM)* using *Synchro/SimTraffic* software based on available lane configuration, traffic volume, and signal timing data. The existing signal timing plan for SR-100 at Belle Terre Boulevard was incorporated into the Synchro model based on discussion with COPC and is provided in **Appendix E**. Traffic counts were adjusted using an appropriate seasonal factor, and the FDOT Seasonal Factor Report is provided in **Appendix F**. These conversions along with all other volume calculations are presented in **Appendix G**. As shown, the analyzed intersections are currently operating at acceptable levels of service. Copies of the Synchro output files for existing conditions are included in **Appendix H**.

Table 5
Magnolia Trace
Existing Segment Analysis

Roadway	Segment	LOS STD	PM Peak Hour		
			MSV (vph)	Existing Vol 2023 (vph)	Level of Service
Belle Terre Blvd	SR 100 to Zebulas Trl	D	2,170	1,019	C
Belle Terre Blvd	Zebulas Trail to Zaun Trail	D	2,170	843	C
Belle Terre Blvd	Zaun Trail to Citation Parkway	D	2,170	679	B
Belle Terre Blvd	Citation Pkwy to US 1	D	2,170	640	B
US1 (SR5)	Belle Terre Pkwy to DuPont Rd	D	3,580	1,959	C
US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	D	3,580	2,201	C
US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	D	3,580	2,005	C

Source: City of Palm Coast Transportation Facility Status Report, 2023



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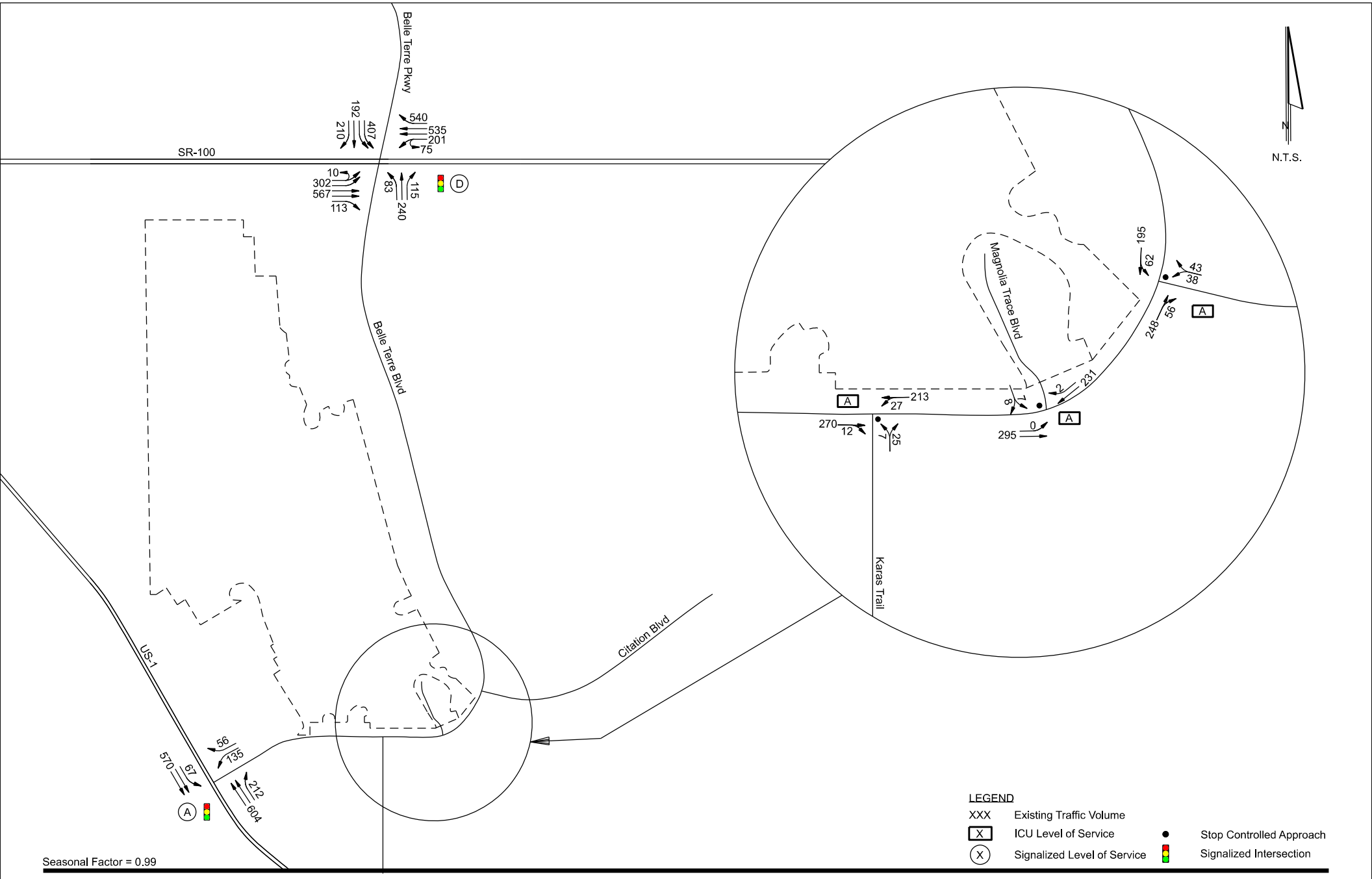
Magnolia Trace Traffic Analysis

AM Peak Hour Existing Traffic Volumes

Figure 3



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Magnolia Trace Traffic Analysis

PM Peak Hour Existing Traffic Volumes

Figure 4

Growth Rate Calculations

Growth rates for the 2025 to 2031 analysis period were developed based on roadway jurisdiction and available data sources. For City of Palm Coast (COPC) roadways, growth rates were established using historical traffic data provided by the City in combination with iterative 2025 AADT estimates to develop representative annual growth trends. For non-City roadways, growth rates were derived from historical annual average daily traffic (AADT) data obtained from the *2024 Florida Traffic Online (FTO)* database. The *FDOT Traffic Trends Analysis Tool* was used to calculate historical growth rates from the available AADT data, with trend-based growth rates applied where the coefficient of determination (R^2) was greater than 0.70. If necessary, a minimum annual growth rate of 1 percent was applied, consistent with the approved study methodology. Supporting AADT data, *COPC historical data*, and *FDOT Traffic Trends Analysis Tool* outputs are provided in **Appendix I**. **Table 6** summarizes the adopted growth rates, including the historical annual growth and corresponding growth factors (GF) for each roadway segment where the project is significant or that serves as an approach to a study intersection.

Table 6
Magnolia Trace
Growth Rate Summary

Roadway Segment		Link # or Site #	2017 AADT	2018 AADT	2019 AADT	2020 AADT	2021 AADT	2022 AADT	2023 AADT	2024 AADT	2025 AADT	Annual Percentage Growth Calculated	Growth Factor 2025-2031 (Intersection Approaches)
Belle Terre Blvd	Citation Parkway to US 1	1275	3,800	3,800	3,800	4,038	4,275	4,288	4,301	4,667	5,032	4.32%	1.2889
Belle Terre Blvd	Zaun Trail to Citation Parkway	1270	4,000	4,000	4,000	4,470	4,939	5,118	5,297	5,671	6,044	7.51%	1.5442
Belle Terre Blvd	SR 100 to Zebulas Trail	1263	8,400	8,400	8,400	8,525	8,650	9,002	9,353	9,600	9,846	2.47%	1.1577
Belle Terre Pkwy	East Hampton Boulevard to SR 100	1260	22,000	22,000	22,000	25,535	29,069	27,232	25,394	26,525	27,655	2.43%	1.1549
SR-100	W of Belle Terre Blvd	730054	15,700	15,000	12,600	12,400	12,400	15,400	16,200	16,600	N/A	1.52%	1.0947
SR-100	E of Belle Terre Blvd	730002	21,400	21,500	21,500	20,100	20,200	20,300	23,000	24,000	N/A	1.09%	1.0672
US1 (SR5)	S of SR 100	730301	11,400	12,100	11,800	11,600	11,600	12,400	13,000	13,400	N/A	1.70%	1.1064

AADT for COPC roadways was obtained from COPC 2023 Historical Data and 2025 ; odd years used directly and interpolated for even years

AADT for non-COPC roadways obtained from Florida Traffic Online

Growth rate obtain from FDOT Trends Analysis Tool

*Minimun Growth Rate 1% as approved in methodology

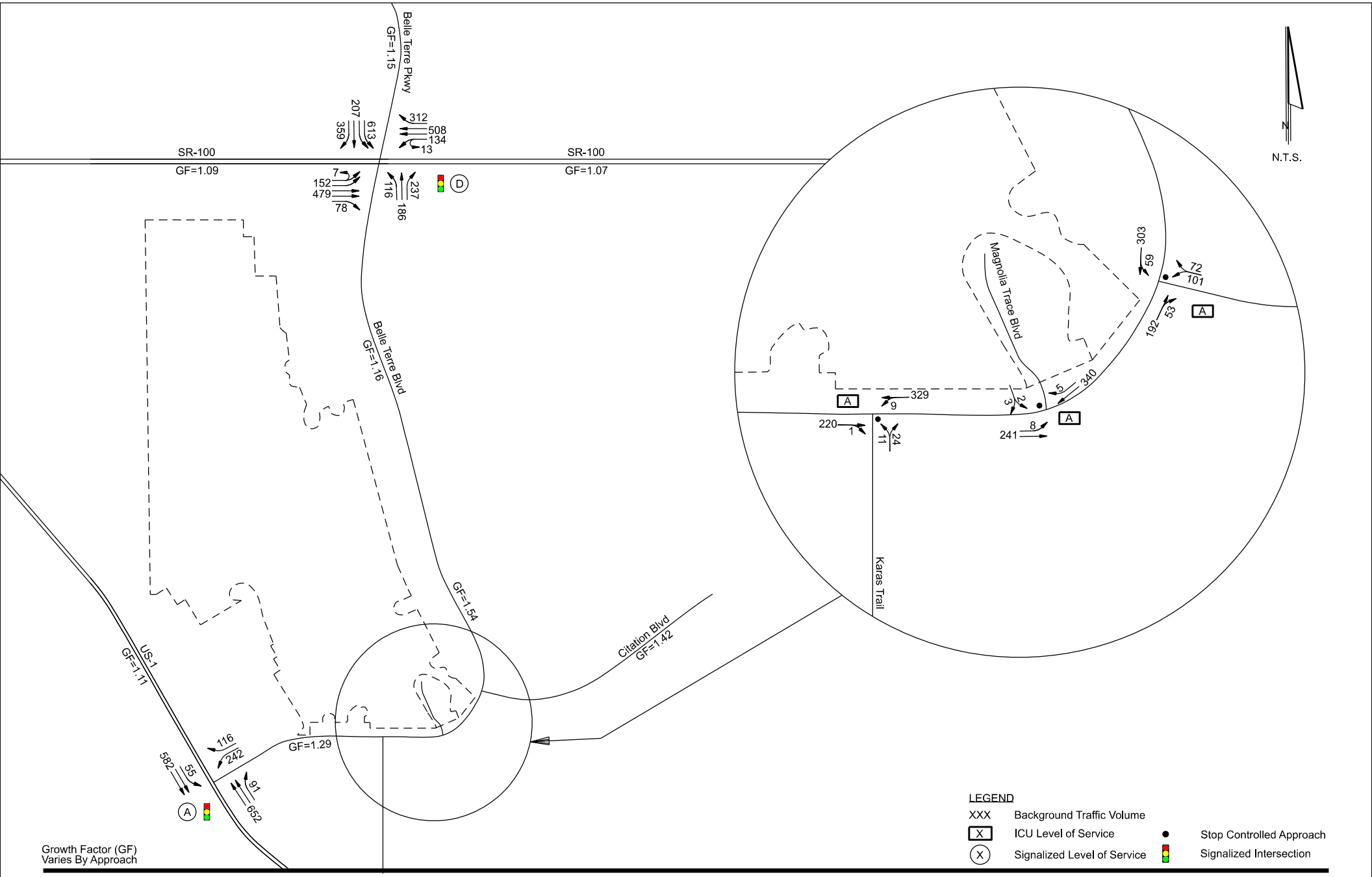
Background Traffic Estimates

The 2031 background traffic volumes for the analyzed roadway segments were developed by combining existing traffic volumes with vested trips for each segment where the project is significant. Existing segment volumes were obtained from the most recent *City of Palm Coast Transportation Facility Status (TFS) Report (2023)*, which is provided in **Appendix C**. **Table 7** summarizes the segment analysis, including maximum service volumes (MSV) from the TFS Report, existing traffic volumes, project vested trips, and resulting background traffic volumes. **Figure 5** and **Figure 6** illustrate the estimated AM and PM peak hour turning movement volumes at the study intersections under background conditions. Operational analyses for background conditions were conducted in accordance with the methodologies outlined in the *7th Edition of the Highway Capacity Manual* (HCM) using *Synchro/SimTraffic* software, with signal timing optimized to evaluate intersection performance. As shown, all analyzed segments are expected to operate at acceptable levels of service. **Appendix J** contains the *Synchro* output files for the background analysis.

Table 7
Magnolia Trace
Background Segment Analysis (2031)

Roadway	Segment	LOS Standard	PM Peak Hour				
			MSV (vph)	Existing Vol 2023 (vph)	Vested Trips (vph)	Bckg'd (vph)	Level of Service
Belle Terre Blvd	SR 100 to Zebulas Trl	D	2,170	1,019	179	1,198	C
Belle Terre Blvd	Zebulas Trail to Zaun Trail	D	2,170	843	167	1,010	C
Belle Terre Blvd	Zaun Trail to Citation Parkway	D	2,170	679	167	846	C
Belle Terre Blvd	Citation Pkwy to US 1	D	2,170	640	184	824	C
US1 (SR5)	Belle Terre Pkwy to DuPont Rd	D	3,580	1,959	490	2,449	C
US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	D	3,580	2,201	281	2,482	C
US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	D	3,580	2,005	325	2,330	C

Source: City of Palm Coast Transportation Facility Status Report, 2023



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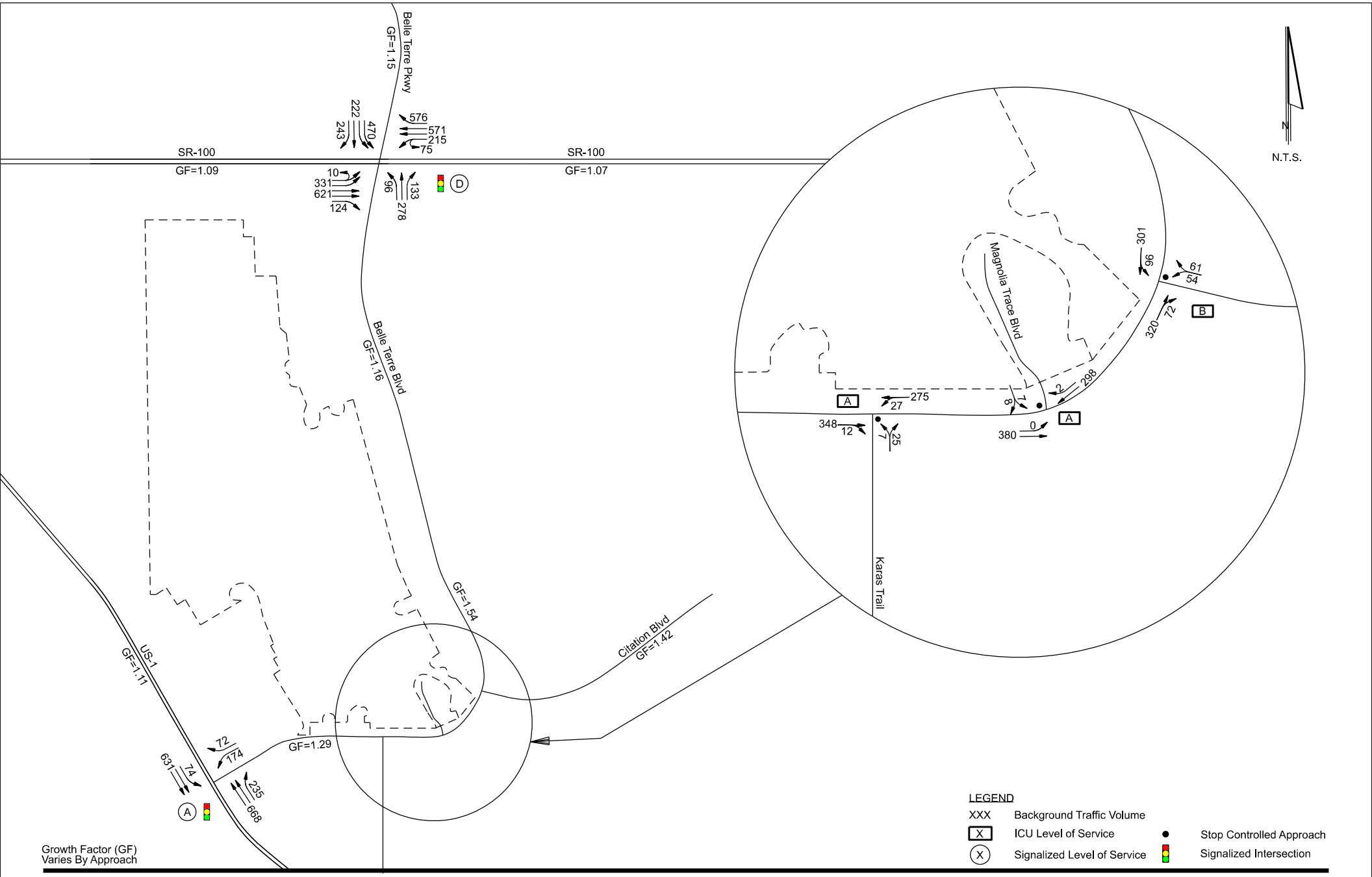
Magnolia Trace Traffic Analysis

AM Peak Hour Background Traffic Volumes

Figure 5



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Magnolia Trace Traffic Analysis

PM Peak Hour Background Traffic Volumes

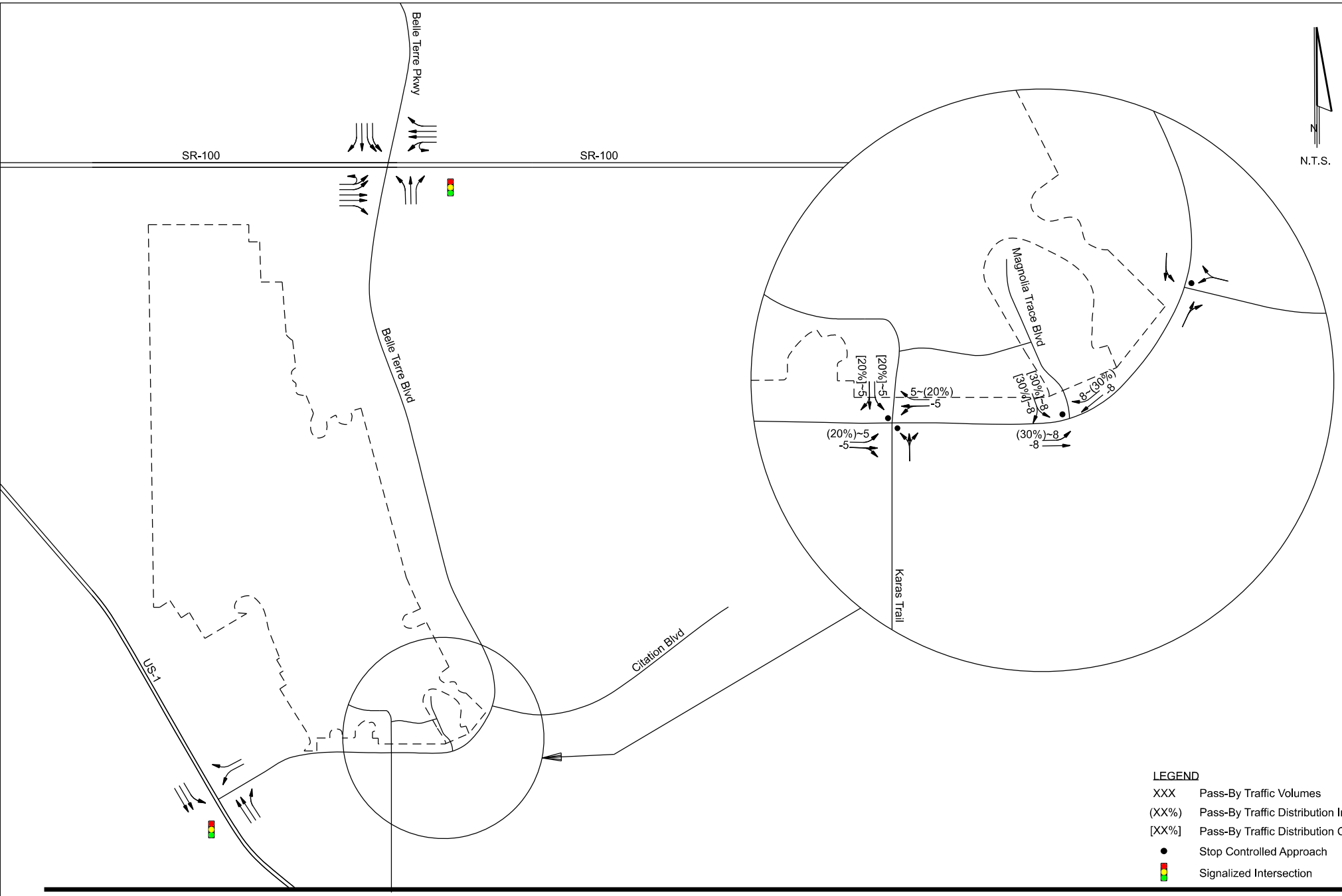
Figure 6

Trip Generation Estimates and Distribution Methodology

Project traffic was estimated using trip generation rates and equations contained in the *12th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual*. As discussed previously in the study methodology, **Table 3** presents the trip generation calculations for a typical weekday, as well as the AM and PM peak hours. The proposed development includes single-family residential, multifamily residential, active adult housing, and commercial land uses. The analysis accounts for internal capture and pass-by trips, with pass-by traffic applied to the two accesses serving the proposed commercial component. **Figure 7** and **Figure 8** illustrate the pass-by traffic volumes and associated distribution for the AM and PM peak hours, respectively, with the pass-by distribution determined based on engineering judgment. Total project traffic was then distributed and assigned to the surrounding roadway network based on traffic patterns derived from the *CFRPMv7.0* model as illustrated in **Figure 9.**

Phase 1 Buildout Conditions

Phase 1 of the proposed development consists of 99 single-family dwelling units. Trip generation for this phase was also summarized in **Table 2**. Project traffic was distributed using the same methodology and distribution patterns derived from the *CFRPMv7.0 model*. Traffic volumes were calculated consistent with the methodology applied to the study intersections to determine projected conditions. Detailed volume calculations for the Magnolia Trace Boulevard at Belle Terre Boulevard intersection are provided in **Appendix K**. Operational analysis using Synchro was conducted for this intersection only, as traffic volumes at all other study intersections are higher under total buildout conditions. Corresponding Synchro reports are included also in **Appendix K**. The project traffic distribution is illustrated in **Figure 10**, while **Figure 11** and **Figure 12** present the project and buildout traffic conditions for Phase 1 during the AM and PM peak hours, respectively.



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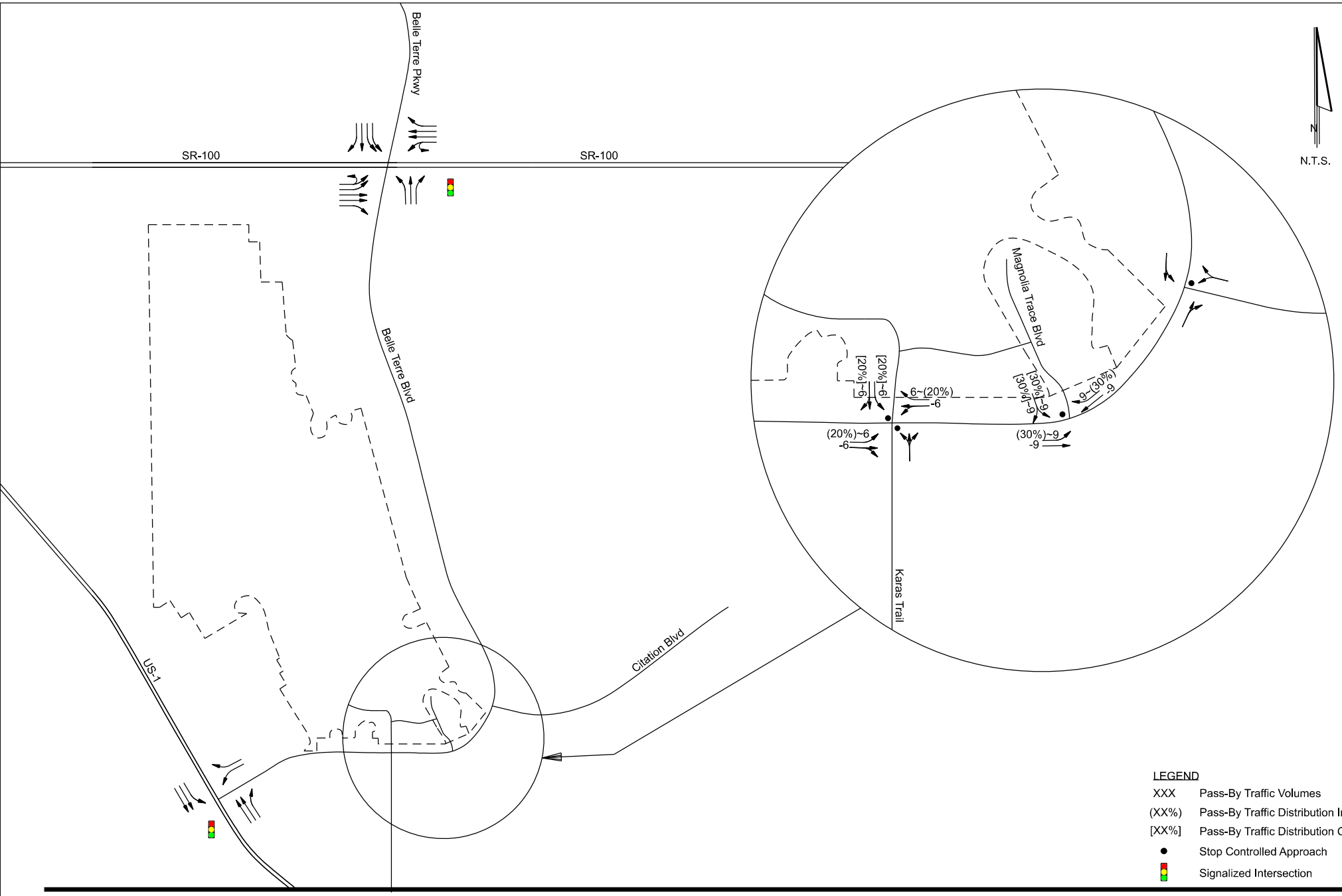
Magnolia Trace Traffic Analysis

AM Pass-By Traffic And Distribution

Figure 7



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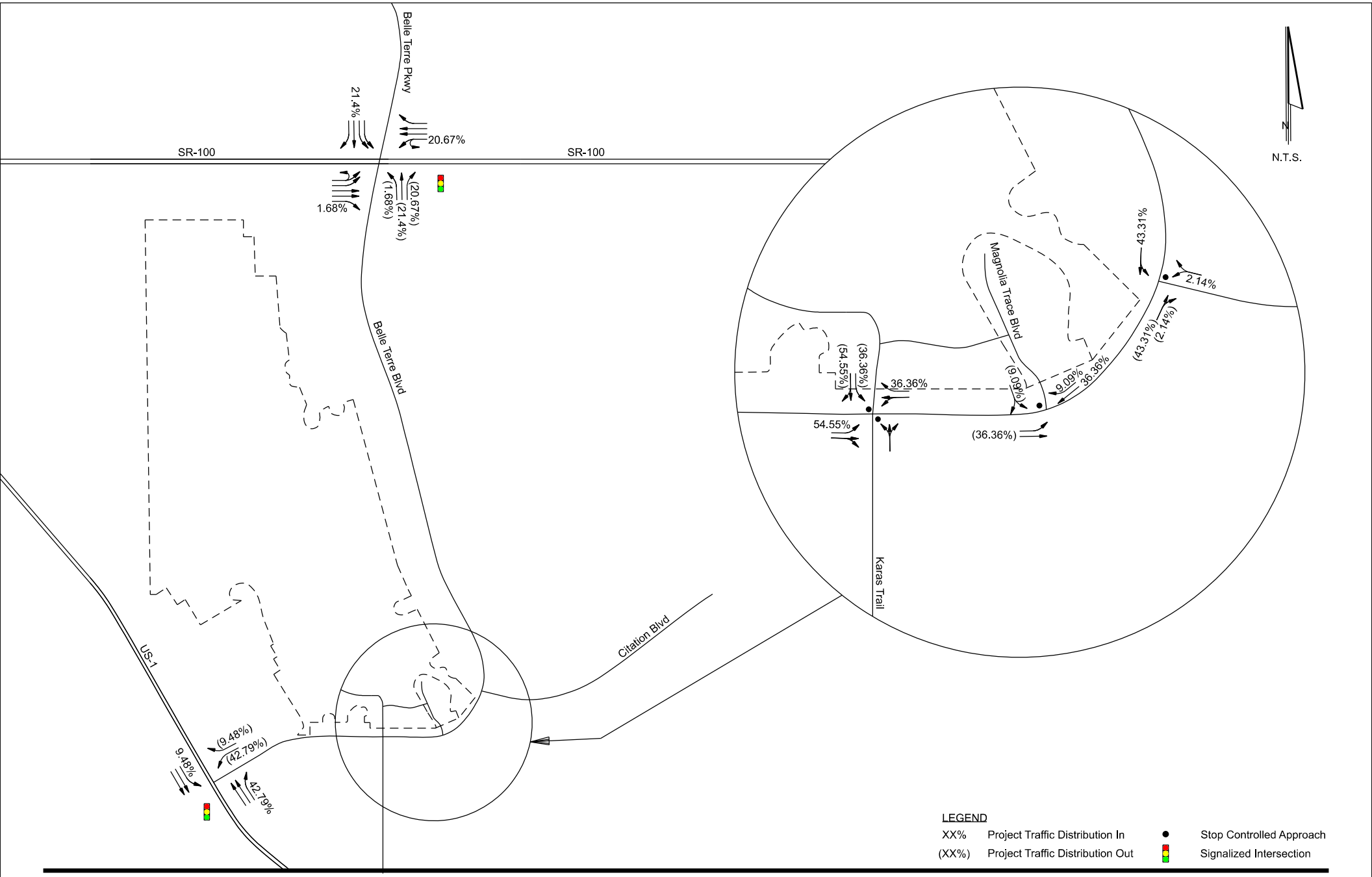
Magnolia Trace Traffic Analysis

PM Pass-By Traffic And Distribution

Figure 8



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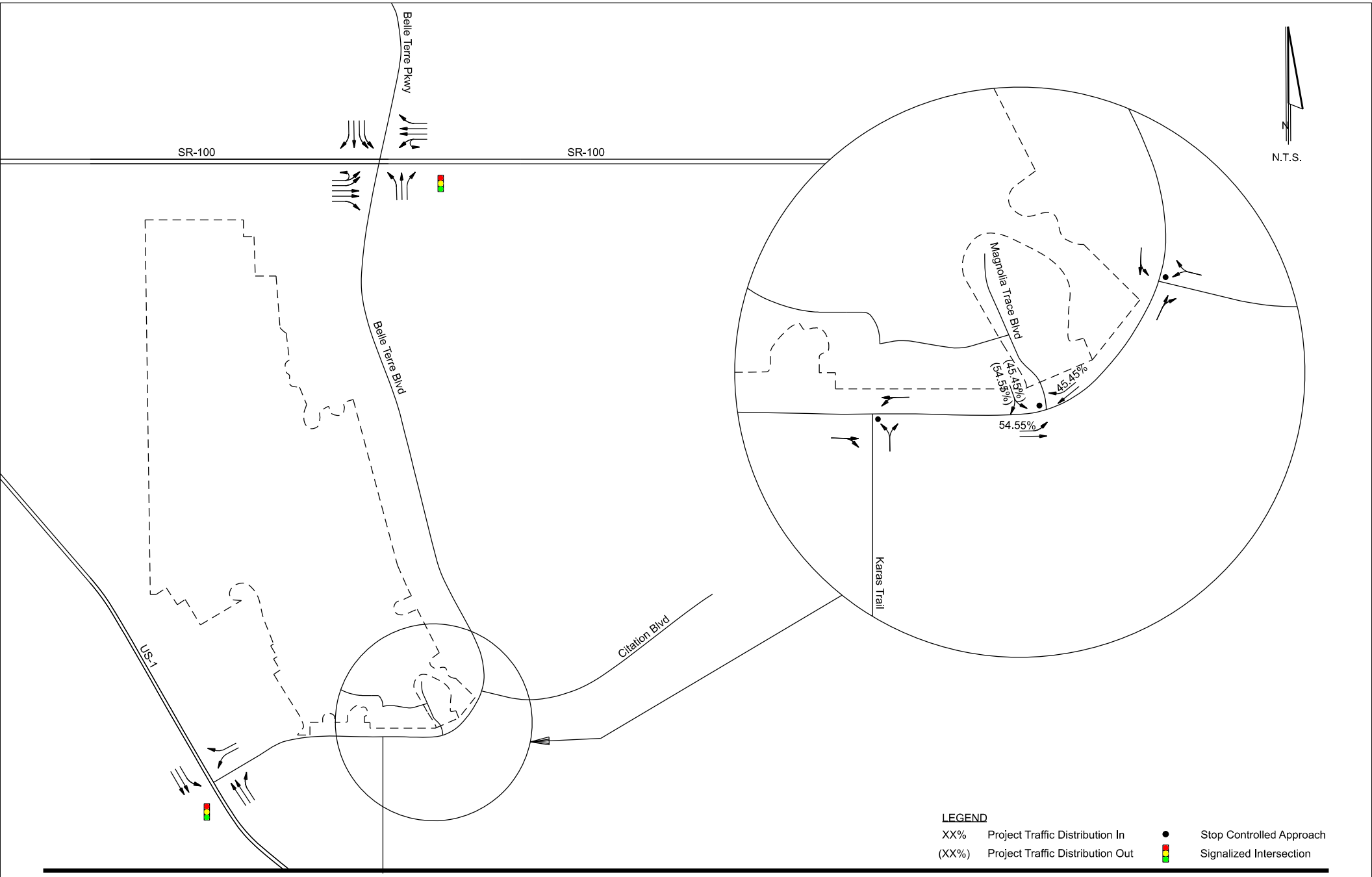
Magnolia Trace Traffic Analysis

Project Traffic Distribution

Figure 9



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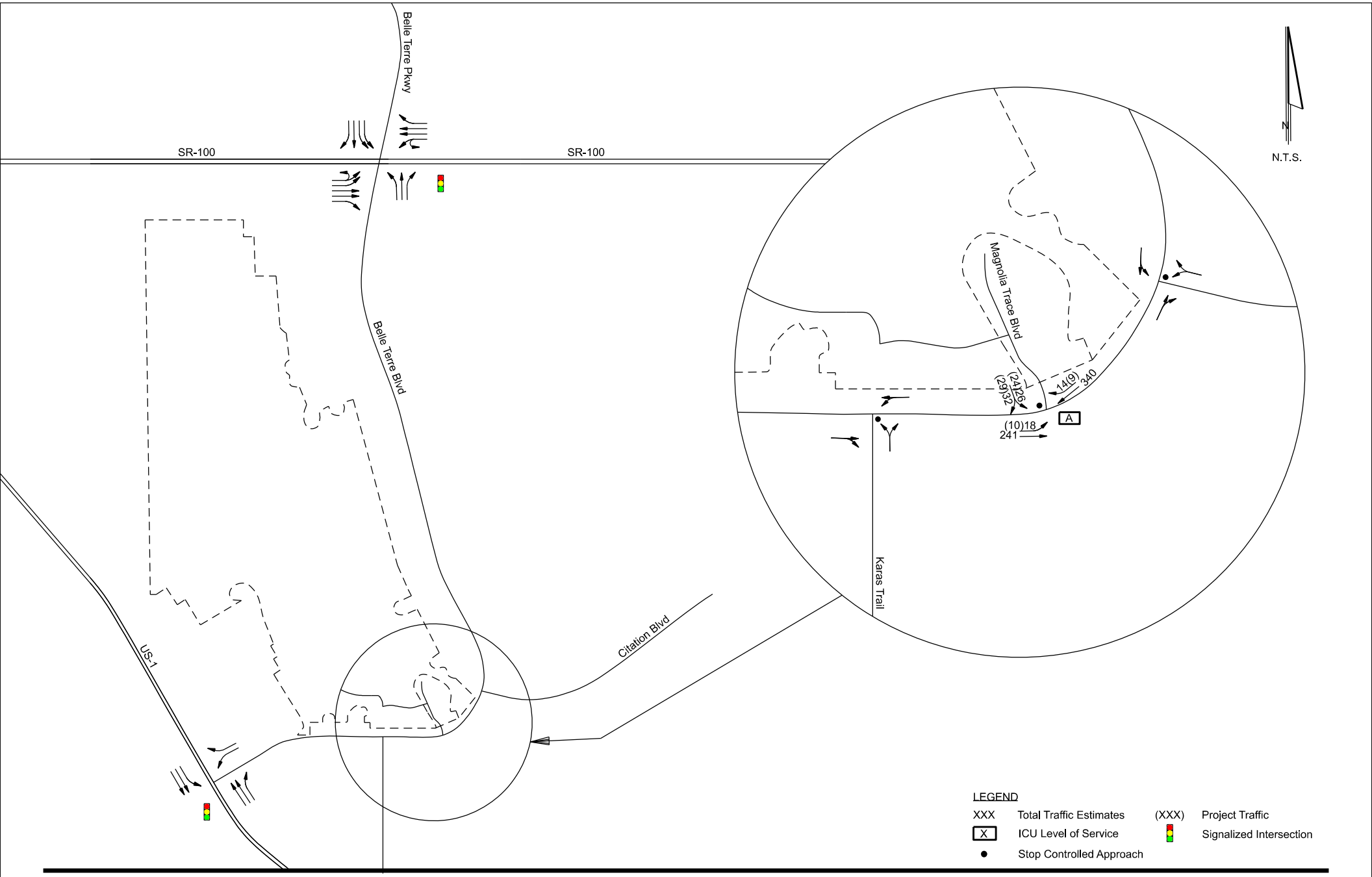
Magnolia Trace Traffic Analysis

Phase 1 Project Traffic Distribution

Figure 10



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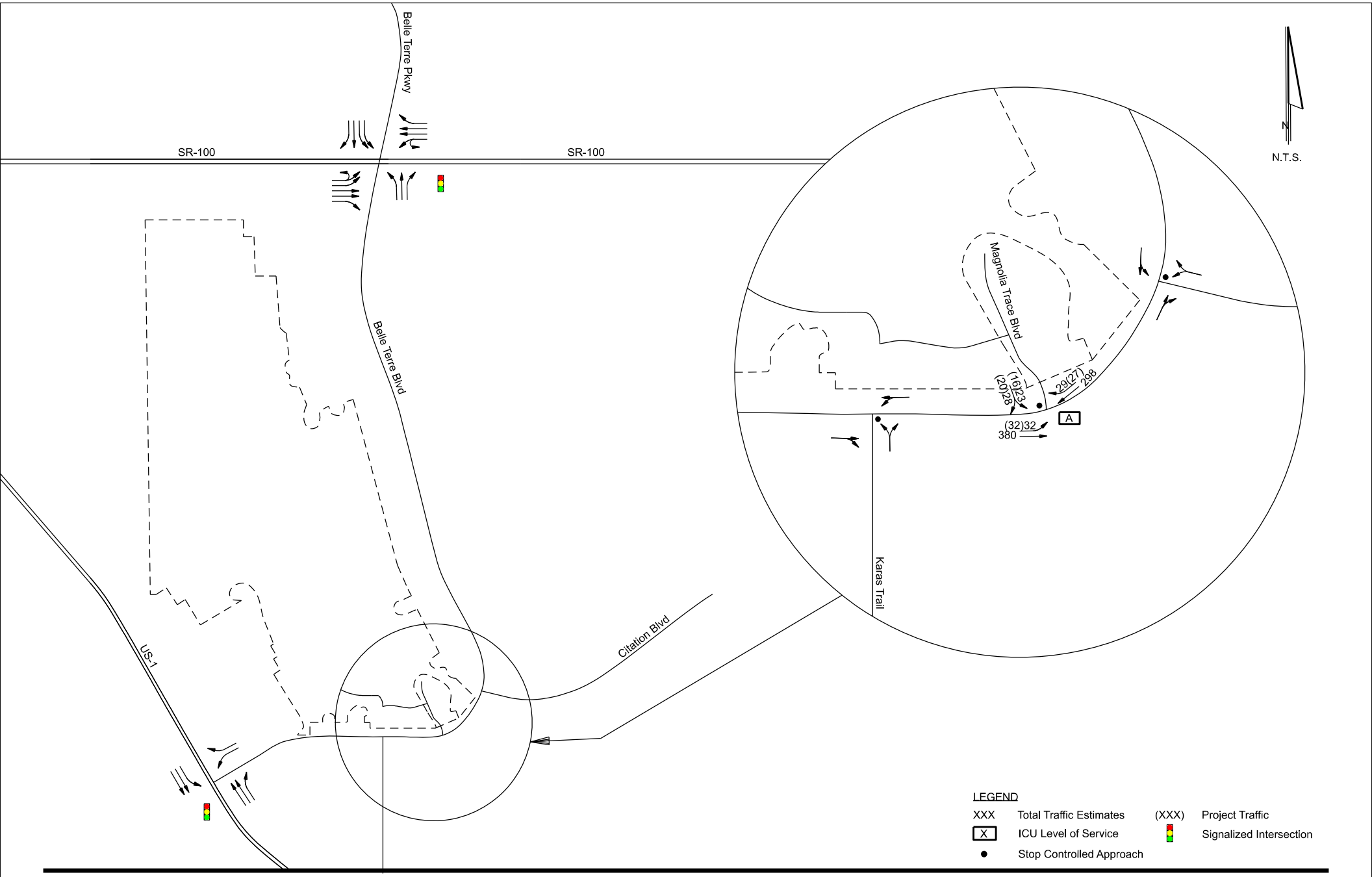
Magnolia Trace Traffic Analysis

AM Peak Hour Phase 1 Total Traffic Volumes

Figure 11



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Magnolia Trace
Traffic Analysis

PM Peak Hour
Phase 1 Total Traffic
Volumes

Figure 12

Total Buildout Traffic Conditions

Table 8 illustrates the operating conditions on the significantly impacted roadway segment, with all segments and intersections expected to operate at an acceptable level of service. The AM and PM peak hour project traffic volumes are shown in **Figure 13** and **Figure 14**, respectively. **Figure 15** and **Figure 16** illustrate the estimated turning movement volumes at the study intersections for the total traffic conditions during the AM and PM peak hours, respectively. Signal timing plans were optimized as part of the analysis to reflect projected traffic conditions. Copies of the Synchro printouts for the total traffic conditions are included in **Appendix L**.

Table 8
Magnolia Trace
Buildout Segment Analysis (2031)

Roadway	Segment	LOS Standard	PM Peak Hour					
			MSV (vph)	Bckg'd (vph)	Distrib (%)	Project Trips (vph)	Total (vph)	Level of Service
Belle Terre Blvd	SR 100 to Zebulas Trl	D	2,170	1,198	43.75%	138	1,336	C
Belle Terre Blvd	Zebulas Trail to Zaun Trail	D	2,170	1,010	44.22%	139	1,149	C
Belle Terre Blvd	Zaun Trail to Citation Parkway	D	2,170	846	43.31%	136	982	C
Belle Terre Blvd	Citation Pkwy to US 1	D	2,170	824	52.27%	165	989	C
US1 (SR5)	Belle Terre Pkwy to DuPont Rd	D	3,580	2,449	42.79%	135	2,584	C
US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	D	3,580	2,482	37.08%	117	2,599	C
US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	D	3,580	2,330	34.28%	108	2,438	C

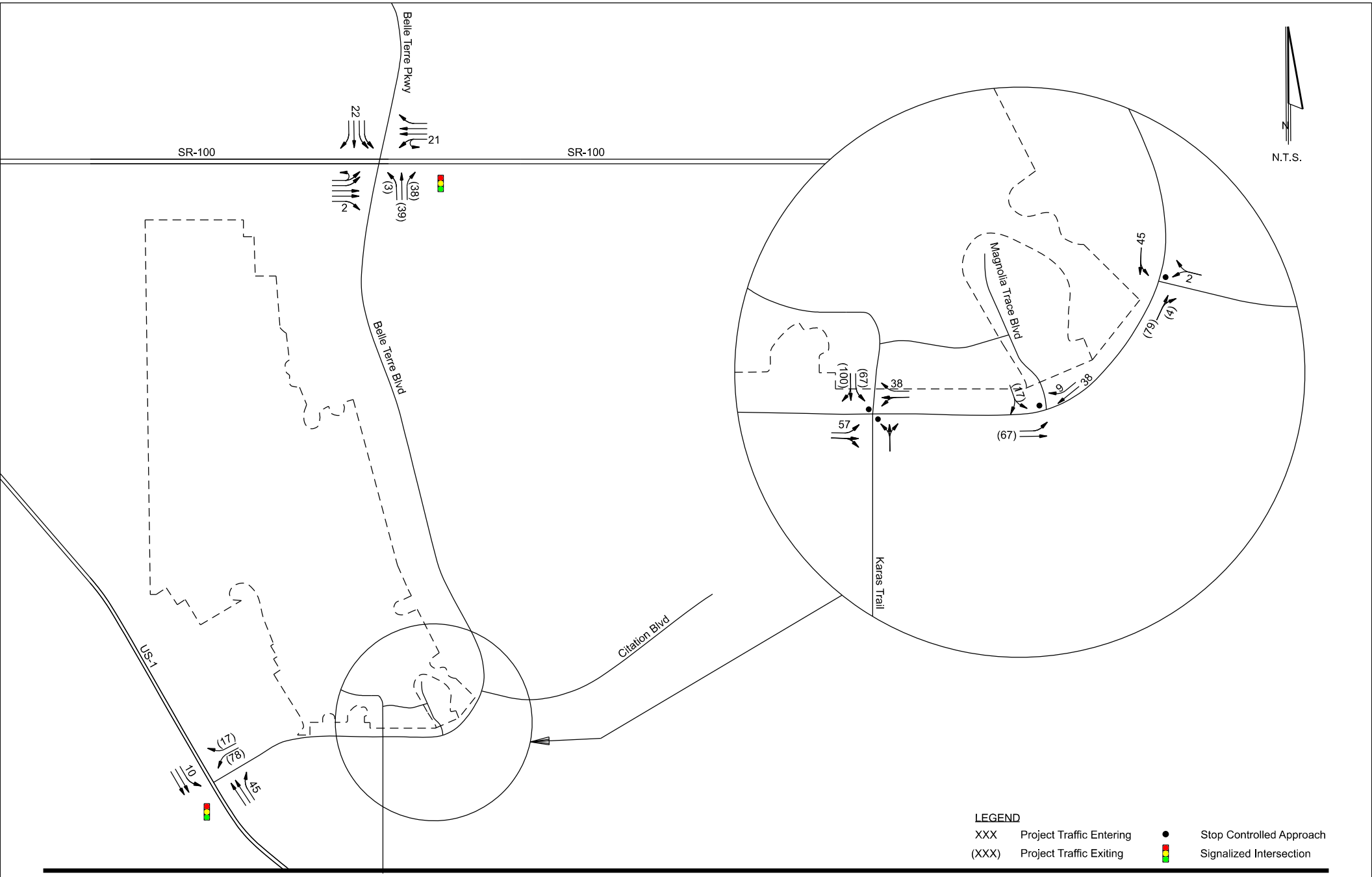
Source: City of Palm Coast Transportation Facility Status Report, 2023

Signal Warrant Analysis

A signal warrant analysis was conducted at the intersection of Belle Terre Boulevard and Karas Trail/Future Project Driveway in accordance with *MUTCD* and *FDOT* guidelines using projected buildout traffic conditions. The results indicate that none of the signal warrants are satisfied under total buildout conditions. Detailed calculations are provided in **Appendix N**, and the corresponding buildout traffic volumes are shown in **Table 9.**

Table 9
Magnolia Trace
Belle Terre Blvd & Karas Trl - 13-Hour Volume Summary

Hour	Buildout (2031)	
	Future Project Driveway (WB + EB Total)	Future Project Drivway (SB Total)
6:00:00 AM	343	38
7:00:00 AM	517	76
8:00:00 AM	542	78
9:00:00 AM	451	72
10:00:00 AM	430	72
11:00:00 AM	428	76
12:00:00 PM	535	95
1:00:00 PM	462	102
2:00:00 PM	542	100
3:00:00 PM	685	95
4:00:00 PM	611	89
5:00:00 PM	585	93
6:00:00 PM	405	80



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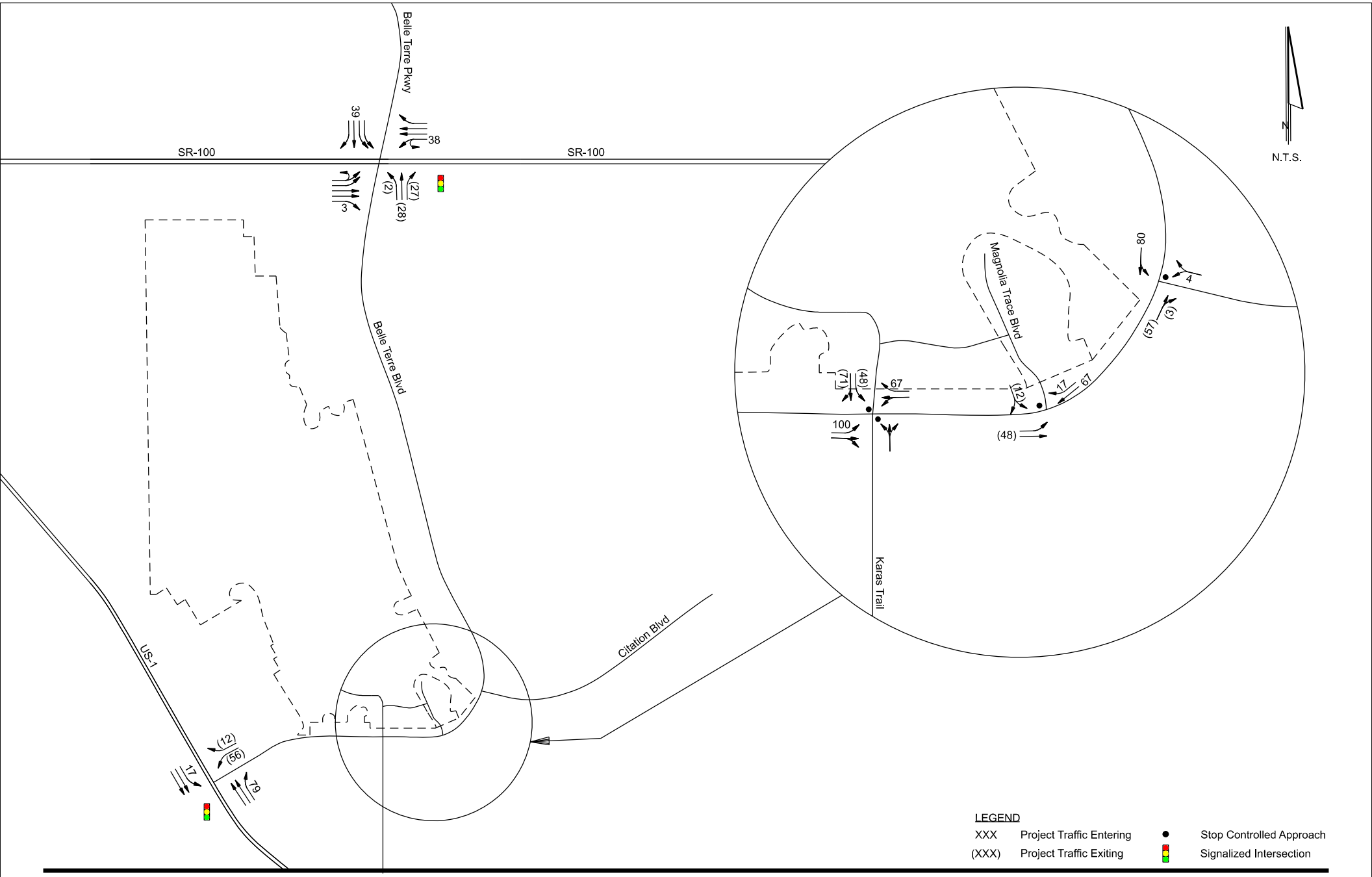
Magnolia Trace
Traffic Analysis

AM Peak Hour
Project Traffic Volumes

Figure 13



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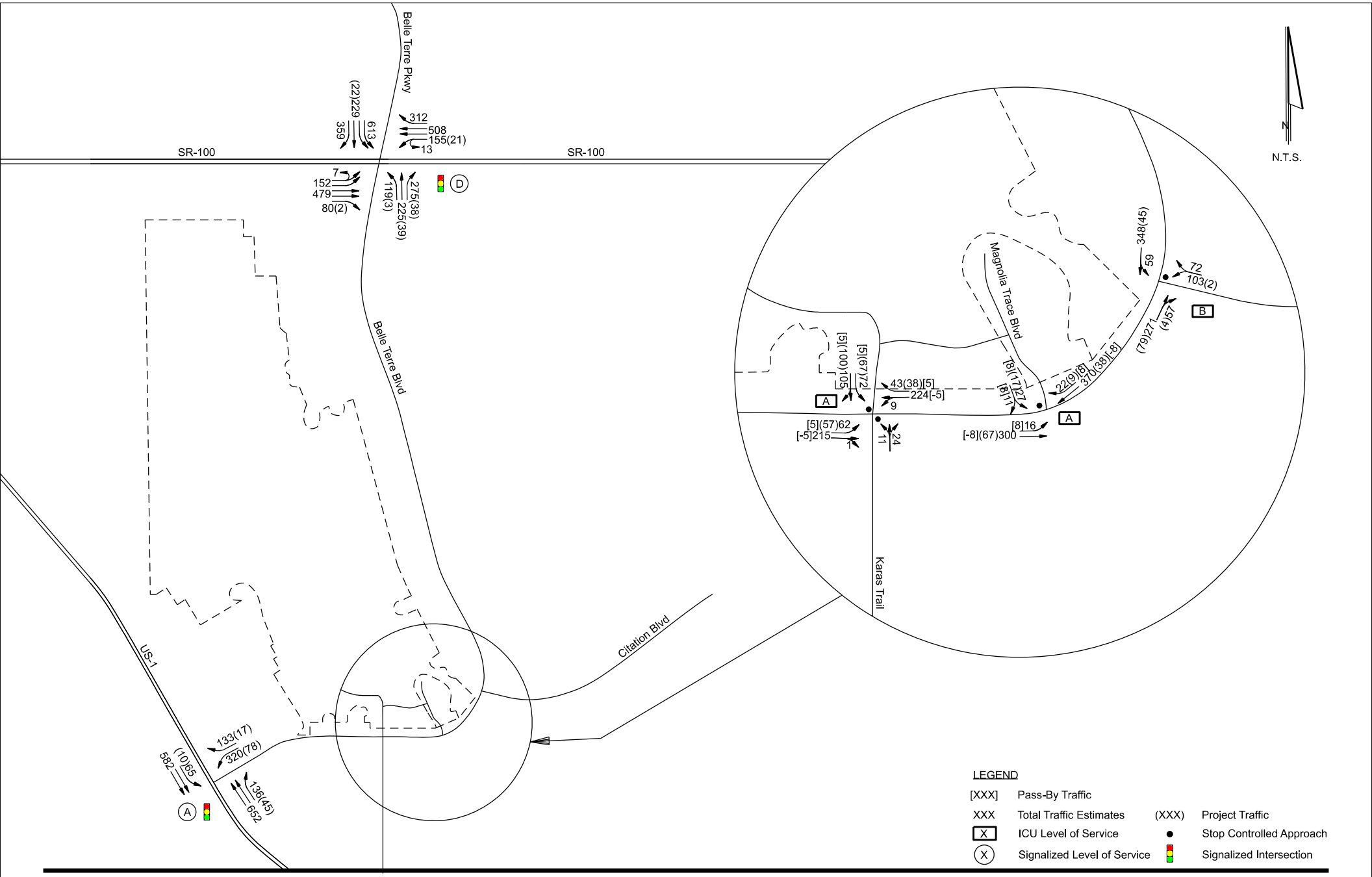
Magnolia Trace Traffic Analysis

PM Peak Hour Project Traffic Volumes

Figure 14



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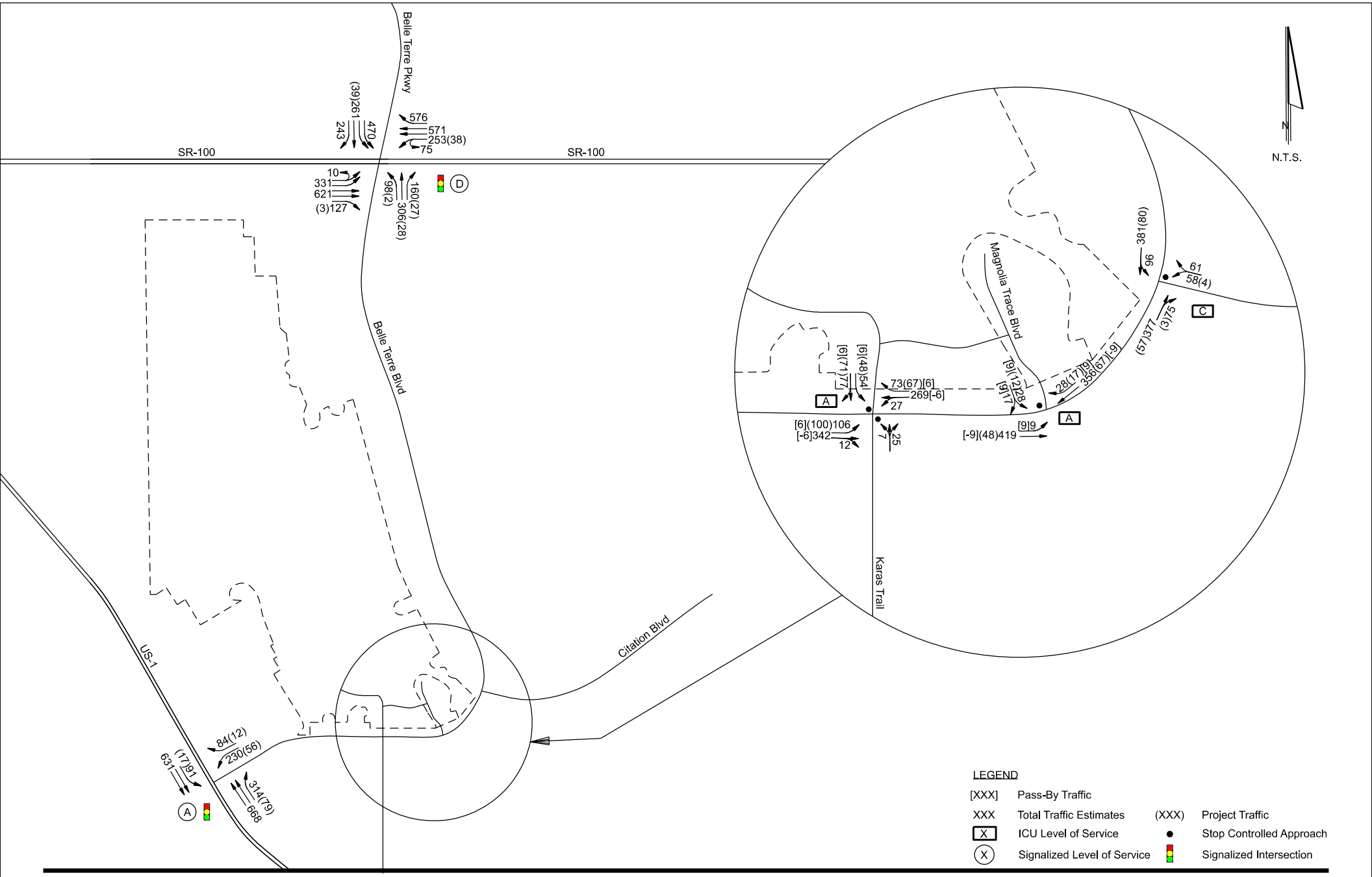
Magnolia Trace Traffic Analysis

AM Peak Hour Total Buildout Volumes

Figure 15



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Magnolia Trace Traffic Analysis

PM Peak Hour Total Buildout Volumes

Figure 16

Roadway Needs

The need for right-turn lanes at the project access points was evaluated in accordance with the City of Palm Coast Turn Lane Technical Guidelines, which are provided in **Appendix M**. The projected right-turn volume at the project access opposite Karas Trail is 73 vehicles per hour, exceeding the applicable threshold of 60 right-turning vehicles per peak hour for a two-lane roadway with an AADT greater than 5,000 vehicles and a posted speed of 40 mph or higher. Therefore, ETM recommends installation of a right-turn lane on Belle Terre Boulevard opposite Karas Trail to serve the proposed project. In accordance with the City of Palm Coast guidelines, the recommended lane geometry for a roadway with a posted speed of 50 mph or greater includes a 100-foot taper, 135 feet of full-width deceleration, and a storage length equal to 45 percent of the SLDT value, resulting in a 35-foot storage length.

The need for a left-turn lane at the southern project access opposite Karas Trail was evaluated in accordance with the City of Palm Coast Turn Lane Technical Guidelines. The projected left-turn volume of 106 vehicles per hour at the proposed project entrance across from Karas Trail exceeds the applicable threshold of 15 left-turning vehicles per peak hour for a two-lane roadway with an AADT greater than 5,000 vehicles and a posted speed of 40 mph or higher. Based on this analysis, ETM recommends installation of an eastbound left-turn lane at the future project entrance on Belle Terre Boulevard opposite the existing Karas Trail access. In accordance with City of Palm Coast guidelines, the recommended lane geometry consists of a 100-foot taper, 135 feet of full-width deceleration, and a 110-foot storage length.

Conclusions

Based on the analysis, the proposed project is not expected to result in significant operational impacts to the roadway analyzed segments in the project vicinity. ETM recommends installation of an eastbound left turn lane and a westbound right turn lane on Belle Terre Boulevard serving the project driveway opposite the existing Karas Trail access. Based on the analysis in the provided conditions, ETM has no additional recommendations beyond the improvements identified the roadway needs portion of the analysis.

Appendix A

(COPC Traffic Study Methodology)

VISION ▪ EXPERIENCE ▪ RESULTS

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November 4th, 2025

Mr. Phong Nguyen, PTP
Planning Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: **Magnolia Trace – Traffic Impact Analysis Methodology, Palm Coast, Florida**
ETM No. 22-233-02

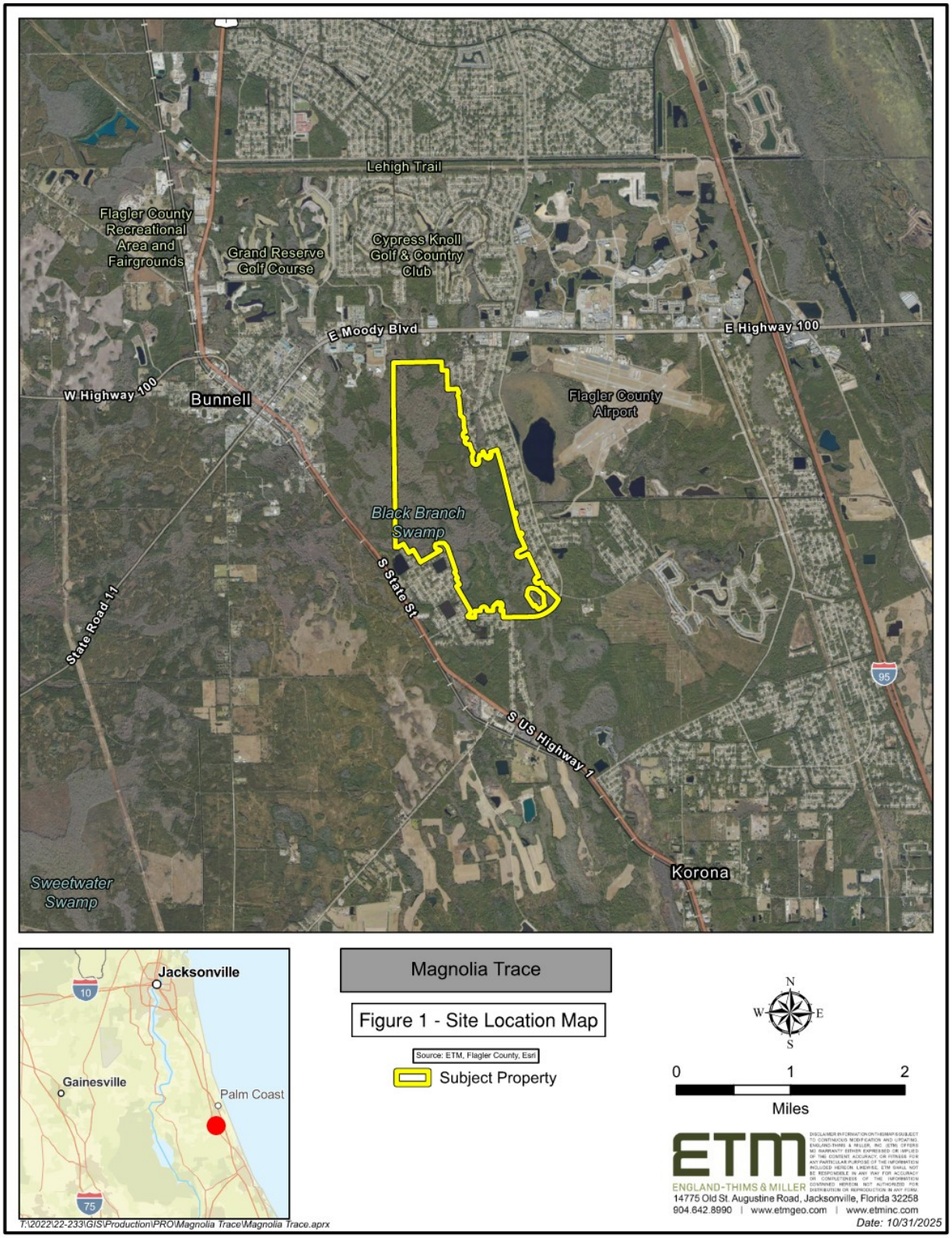
Dear Mr. Nguyen:

England, Thims & Miller, Inc. (ETM) has been retained by GreenPointe Developers, LLC, to prepare a Traffic Impact Analysis (TIA) for the proposed Magnolia Trace development. The proposed project is located north of Belle Terre Boulevard and east of US 1 and in the City of Palm Coast, Florida. The development will access the external roadway network via two access driveways on Belle Terre Boulevard. A general location map is attached as **Figure 1** and the conceptual site plan as **Figure 2**.

The purpose of performing the TIA is to provide the necessary traffic operational information to obtain transportation concurrency for the proposed development illustrated in the conceptual site plan and to identify the potential impacts of the project. The project is expected to be fully developed and fully occupied by 2032 and will consist of approximately 382 single-family homes, 220 multifamily townhomes, 251 active adult housing and 35,000 square feet of retail space.

The City of Palm Coast has adopted the River to Sea Transportation Planning Organization (R2CTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology used to guide the analysis.

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02



Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02



Figure 2 – Conceptual Site Plan

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Analysis Period

Roadway Segments and *Intersections* will be analyzed based on the PM peak-hour two-way traffic. The analysis will be conducted for the 2023 existing conditions, 2032 background conditions and 2032 full build-out conditions. The analysis will be based on the latest concurrency information obtained from the *City of Palm Coast* and the Florida Department of Transportation (FDOT).

Turning Movement Counts (TMCs) will be ordered at the following intersections:

- Belle Terre Boulevard and SR 100
- Belle Terre Boulevard and US 1
- Belle Terre Boulevard and Citation Boulevard
- Belle Terre Boulevard and Zonal Geranium Trail

Traffic Volumes

The analysis will be based on the latest traffic information obtained from the *City of Palm Coast Publix Works* and/or *Development Services Departments* and *FDOT*.

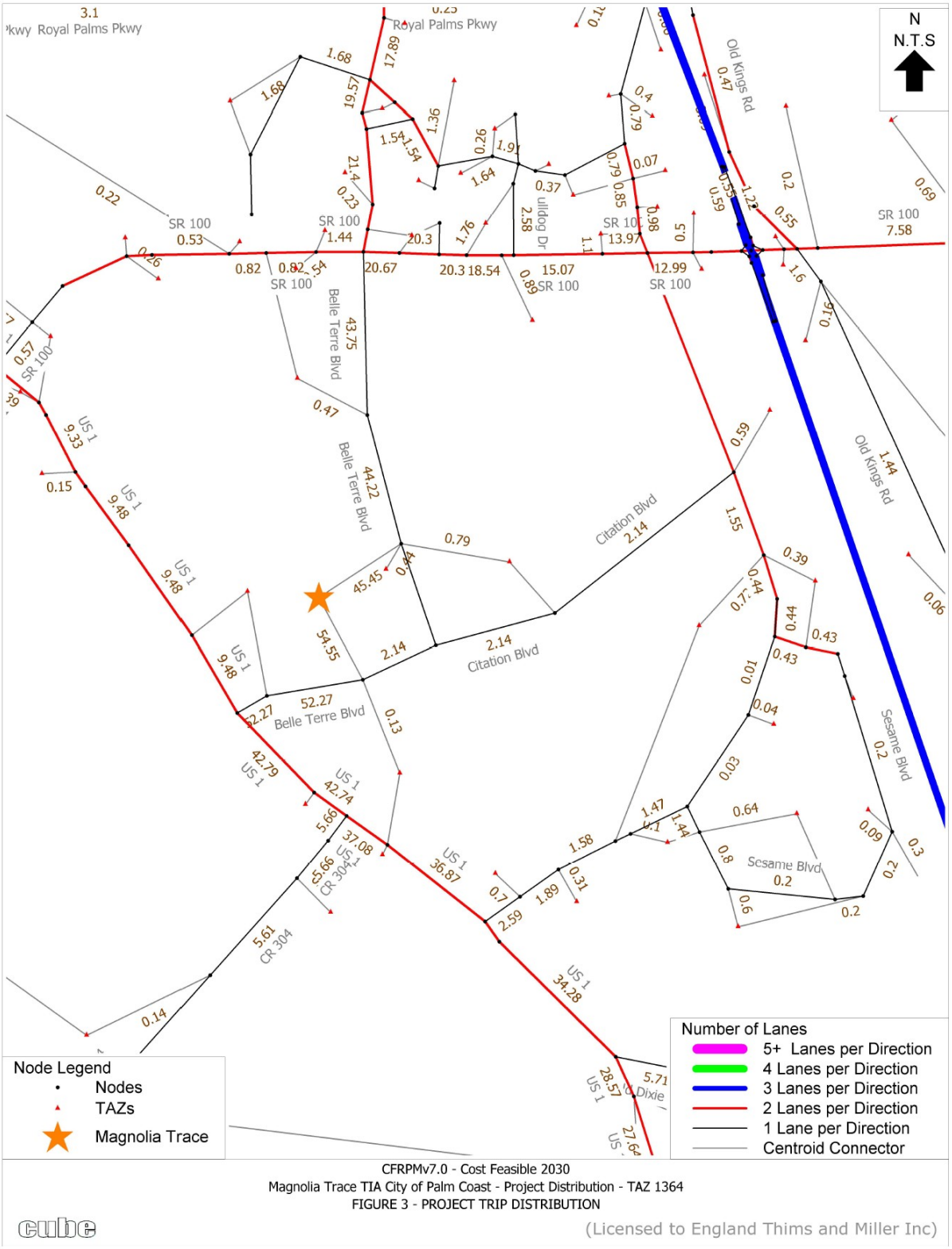
Project Trip Distribution

The *Central Florida Regional Planning Model*, *version 7.0 (CFRPM7)* was used to obtain the project trip distribution. The 2030 socio-economic (S/E) data sets were modified to include the proposed development and used a select link analysis to generate the distribution of the project's traffic. The project traffic distribution is graphically displayed in **Figure 3.**

Trip Generation

The PM peak-hour trip generation of the proposed development was determined by using the Institute of Transportation Engineer's (ITE) ***Trip Generation Manual***, *12th edition*. The proposed trip generation for the proposed development is shown in **Table 1**.

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02



Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Table 1
Magnolia Trace
Project Trip Generation Estimates

CFRPM7 TAZ	Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Gross Trip Ends	Gross Trips				Internal Capture		Pass-by		Net New External Trip Ends	Net New External Trip Ends			
							Entering		Exiting							Entering		Exiting	
							%	Volume	%	Volume	%	Volume	%	Volume		%	Volume	%	Volume
Daily																			
1364	Single-family Housing	210	382	Dwelling Units	T = 8.07(X) + 265.45	3,348	50%	1,674	50%	1,674	4%	138	0%	0	3,210	50%	1,605	50%	1,605
	Multifamily Housing (Low Rise)	220	106	Dwelling Units	T = 5.63(X) + 120.45	717	50%	359	50%	358	4%	29	0%	0	688	50%	344	50%	344
	Senior Adult Housing Single-Family	251	198	Dwelling Units	Ln(T) = 0.80 Ln(X) + 2.71	1,033	50%	517	50%	516	4%	42	0%	0	991	50%	496	50%	495
	Strip Retail Plaza <40KSF	822	35000	Square Feet	T = 42.20(X) + 229.68	1,707	50%	854	50%	853	11%	184	40%	609	914	50%	457	50%	457
Total						***6,805***		***3,404***		***3,401***	***5.8%***	***393***		***609***	***5,803***		***2,902***		***2,901***
AM Peak Hour																			
1364	Single-family Housing	210	382	Dwelling Units	T = 0.67(X) + 5.59	262	27%	71	73%	191	1%	3	0%	0	259	27%	70	73%	189
	Multifamily Housing (Low Rise)	220	106	Dwelling Units	T = 0.35(X) + 12.93	50	24%	12	76%	38	1%	1	0%	0	49	24%	12	76%	37
	Senior Adult Housing Single-Family	251	198	Dwelling Units	Ln(T) = 0.71 Ln(X) + 0.40	64	34%	22	66%	42	1%	1	0%	0	63	34%	21	66%	42
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	T= 3.93(X)	138	55%	76	45%	62	4%	5	40%	53	80	55%	44	45%	36
Total						***514***		***181***		***333***	***1.9%***	***10***		***53***	***451***		***147***		***304***
PM Peak Hour																			
1364	Single-family Housing	210	382	Dwelling Units	Ln(T) = 0.92 Ln(X) + 0.33	330	62%	205	38%	125	7%	23	0%	0	307	62%	190	38%	117
	Multifamily Housing (Low Rise)	220	106	Dwelling Units	T = 0.48(X) + 7.35	58	62%	36	38%	22	7%	4	0%	0	54	62%	33	38%	21
	Senior Adult Housing Single-Family	251	198	Dwelling Units	Ln(T) = 0.79 Ln(X) + 0.15	76	61%	46	39%	30	7%	5	0%	0	71	61%	43	39%	28
	Strip Retail Plaza <40KSF	822	35,000	Square Feet	Ln(T) = 0.68 Ln(X) + 2.77	179	50%	90	50%	89	18%	32	40%	59	88	50%	44	50%	44
Total						***643***		***377***		***266***	***10.0%***	***64***		***59***	***520***		***310***		***210***

Source: ITE Trip Generation Manual 12th Edition

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Study Area

Per the R2CTPO guidelines, projects which generate more than 100 PM peak-hour two-way trips must include all roadway segments that are impacted by the proposed project to a level of three percent (3%) or more of the adopted maximum service volume (MSV) of roadway segment.

Using the estimated pm peak hour project trips and the project trip distribution, the project on each roadway segment in the area was estimated and compared to the MSV to determine which roadway segments in the area will be significantly impacted by the project. **Table 2** depicts the significance test on the major roadway network in the vicinity of the project.

Table 2
Magnolia Trace
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS STD	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
1260	Belle Terre Pkwy	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	21.64%	113	3.16%	YES
1263	Belle Terre Blvd	SR 100 to Zebulas Trl	4ln - Div	COPC	D	2,170	43.75%	228	10.51%	YES
1265	Belle Terre Blvd	Zebulas Trail to Zaun Trail	4ln - Div	COPC	D	2,170	44.22%	230	10.60%	YES
1270	Belle Terre Blvd	Zaun Trail to Citation Pkwy	4ln - Div	COPC	D	2,170	2.14%	11	0.51%	NO
1275	Belle Terre Blvd	Citation Pkwy to US 1	4ln - Div	COPC	D	2,170	52.27%	272	12.53%	YES
3312	Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	2-ln - UnDiv	COPC	D	2,170	2.14%	11	0.51%	NO
3315	Citation Parkway	Seminole Woods Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	2.14%	11	0.51%	NO
3325	Seminole Woods Pkwy	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3300	Seminole Woods Pkwy	Ulaturn Place to Citation Pkwy	4ln - Div	COPC	D	5,900	0.00%	0	0.00%	NO
3310	Seminole Woods Pkwy	Citation Pkwy to Sesame Blvd	2-ln - UnDiv	COPC	D	2,170	1.55%	8	0.37%	NO
3305	Seminole Woods Pkwy	Sesame Blvd to US 1	2-ln - UnDiv	COPC	D	2,170	2.59%	13	0.60%	NO
3320	Sesame Boulevard	Seminole Woods Pkwy to terminus	2-ln - UnDiv	COPC	D	2,170	0.43%	2	0.09%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	D	3,580	15.07%	78	2.18%	NO
3510	State Road 100	Bulldog Drive to Landing Blvd	4ln - Div	FDOT	D	3,580	20.03%	104	2.91%	NO
3505	State Road 100	Landing Blvd to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	20.67%	107	2.99%	NO
3500	State Road 100	Belle Terre Pkwy to Palm Coast City Limits	4ln - Div	FDOT	D	3,580	1.44%	7	0.20%	NO
3725	US1 (SR5)	Royal Palms Parkway to Espanola Road	4ln - Div	FDOT	D	3,580	0.36%	2	0.06%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Pkwy	4ln - Div	FDOT	D	3,580	9.48%	49	1.37%	NO
3750	US1 (SR5)	Belle Terre Pkwy to DuPont Rd	4ln - Div	FDOT	D	3,580	42.79%	223	6.23%	YES
3755	US1 (SR5)	DuPont Rd to Seminole Woods Pkwy	4ln - Div	FDOT	D	3,580	37.08%	193	5.39%	YES
235	US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit	4ln - Div	FDOT	D	3,580	34.28%	178	4.97%	YES

Source: FDOT Quality/Level of Service Handbook, CFRPMv7

= Significantly Impacted Link

As indicated in **Table 2**, the following roadway segments and intersections are significantly impacted by the project and will be included in this analysis.

Roadway Segments

- Belle Terre Boulevard from SR 100 to Zebulas Trail
- Belle Terre Boulevard from Zaun Trail
- Belle Terre Boulevard from Citation Parkway to US 1
- US 1 from Belle Terre Parkway to Dupont Road
- US 1 from Dupont Road to Seminole Woods Parkway
- US 1 from Seminole Woods Parkway to Palm Coast City Limits

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Intersections

- Belle Terre Boulevard and SR 100
- Belle Terre Boulevard and US 1
- Belle Terre Boulevard and Citation Boulevard
- Belle Terre Boulevard and Zonal Geranium Trail

Total Traffic

The total traffic will be developed by adding the calculated project traffic on each facility to the estimated 2032 traffic. Growth rates for background traffic will be based on five years of historical growth. A minimum growth rate of one percent per year shall be used if the historical growth has been less than one percent per year.

Segment Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

The existing, background and total traffic volumes on each significantly impacted roadway segment will be compared to the maximum service volume for the segment to determine if the facility is operating at an acceptable level of service. A link specific capacity analysis may be conducted to determine the actual service volumes for a specific roadway segment (if authorized by the applicant). The procedures outlined in the most recent *FDOT Quality/Level of Service Handbook* will be used to conduct the analysis.

Intersection Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

An operational analysis of the existing and future PM Peak Hour traffic will be analyzed utilizing the methodologies and procedures contained in the *Highway Capacity Manual (HCM) 7th edition* using the *Synchro/Sim Traffic* software for signalized intersections. The operating conditions of existing, background and total traffic will be tabulated in the TIA Report. The need for turn lanes will be based on *FDOT*'s turn lane requirements.

Access Analysis

Access to the proposed development will be from two proposed full access driveways, one on Belle Terre Boulevard (South Access) and another on Zonal Geranium Trail which connects to Belle Terre Boulevard (North Access). The entrances will be analyzed for right and left turn lanes.

Alternative Travel Modes Analysis

The availability of alternative travel modes to and from the proposed development, inclusive of Paratransit, will be identified and discussed. Both pedestrian and bicycle mobility external to the site will also be included in the TIA.

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Improvements

If warranted, appropriate roadway and intersection improvements will be identified at buildout of the project including site access improvements. Mitigation or proportionate fair share calculations for significant and adverse impacts to City facilities will be made in accordance with the *City of Palm Coast Engineering and Construction* process and procedures.

Land Use Conversion Table

The following conversion table was established to provide a simple tool for evaluating development opportunities while maintaining consistency in traffic generation across the project. A land use conversion table is illustrated in **Table 3**. The average PM peak hour trip rate was used for each expected land use from the *ITE Trip Generation Manual 12th Edition*. No internal capture was considered. A detailed trip generation analysis including pass-by and internal capture may be submitted at the time of conversion if the developer elects to or if the proposed land use is not listed in **Table 3**.

Table 3
Magnolia Trace
Land Use Conversion Table

Trip Generation Rate Calculations			
Land Use	*ITE LUC*	*Independent Variable*	*PM Peak Hour Ave Trip Rate*
Single-Family Detached Housing	210	DU	0.93
Multi-family Low-Rise	220	DU	0.52
Multi-family Mid-Rise	221	DU	0.38
Senior Adult Housing—Single-Family	251	DU	0.29
Senior Adult Housing—Multifamily	252	DU	0.25

Note: Average PM peak hour trip rate calculated using the following criteria:
1) Trip rate from the ITE's Trip Generation Manual, 12th Edition
2) No Pass-by considered
3) No Internal Capture considered

TO: / FROM:	Single-Family Detached Housing (DU)	Multi-family Low-Rise (DU)	Multi-family Mid-Rise (DU)	Senior Adult Housing—Single-Family (DU)	Senior Adult Housing—Multifamily (DU)
Single-Family Detached Housing	1	1.79	2.4474	3.2069	3.7200
Multi-family Low-Rise	0.56	1	1.3684	1.7931	2.0800
Multi-family Mid-Rise	0.41	0.7308	1	1.3103	1.5200
Senior Adult Housing—Single-Family	0.31	0.5577	0.7632	1	1.1600
Senior Adult Housing—Multifamily	0.27	0.4808	0.6579	0.8621	1

Example: Convert 100 Du's of Single Family Residential to Multi-family Low-Rise
100 x 1.79 = 179
100 Single Family Dwelling Units is equivalent to 179 Multi-family Low-Rise units

Re: Magnolia Trace – TIA Methodology, Palm Coast, Florida - ETM No. 22-233-02

Please review the proposed methodology and advise if the *City of Palm Coast* is in agreement with the methodology as proposed. If you have any questions or need additional information, please advise.

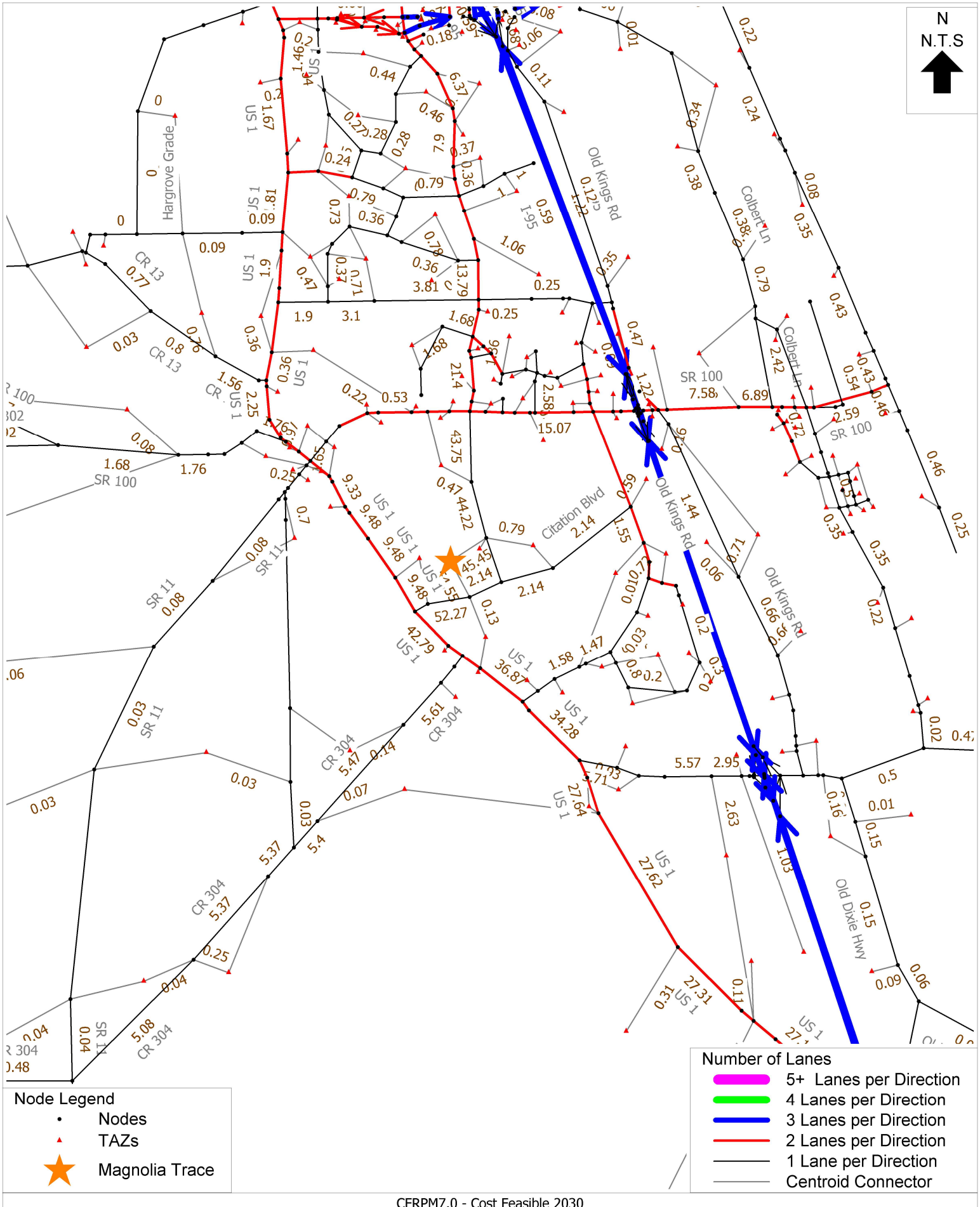
Sincerely,
ENGLAND, THIMS & MILLER, INC.



Thomas L. Hatcher, P.E., PTOE, PTP
Senior Transportation Engineer, Shareholder

Appendix B

(CFRPMv7 Distribution Plots)



CFRPM7.0 - Cost Feasible 2030
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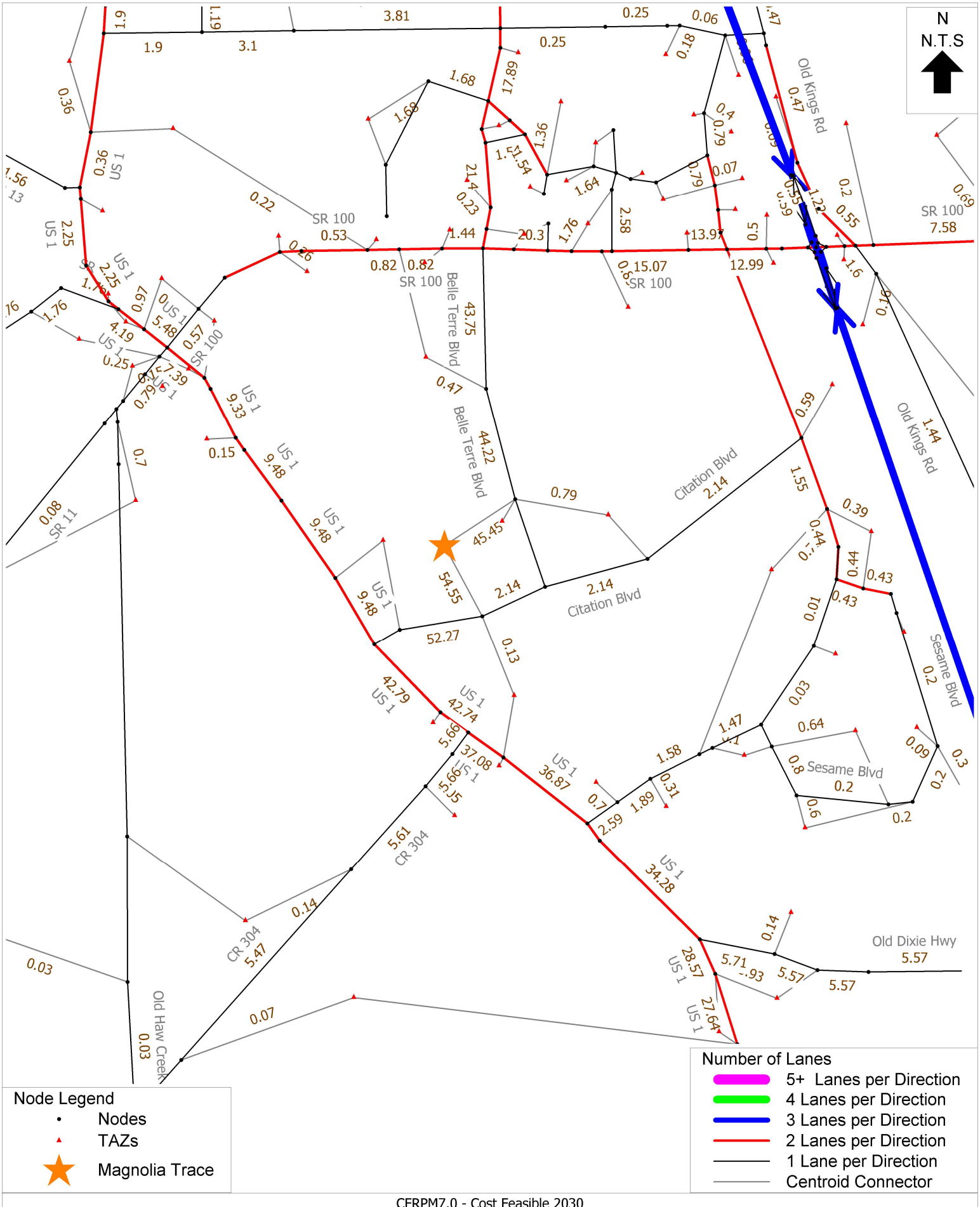

CFRPM7.0 - Cost Feasible 2030
Magnolia Trace TIA City of Palm Coast - Project Distribution - TAZ 1364
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Appendix C

(COPC Transportation Facility Status Report – 2023)

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Belle Terre Pkwy																							
1200 Belle Terre Pkwy	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	D	C	C
1205 Belle Terre Pkwy	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210 Belle Terre Pkwy	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215 Belle Terre Pkwy	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
			Segment Length:	3.90																				
1220 Belle Terre Pkwy	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.22								22,150	0.0878	1,945	271	2,216							C	C
1225 Belle Terre Pkwy	Palm Coast Parkway (EB) to Cypress Point Parkway		Class 1	0.13	4	Yes	Yes	Yes	5	8.06	45	21,694	0.0826	1,792	363	2,155	*	**	3,420	3,580	***	D	C	C
1230 Belle Terre Pkwy	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
			Segment Length:	0.62																				
1240 Belle Terre Pkwy	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	D	C	C
1245 Belle Terre Pkwy	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250 Belle Terre Pkwy	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252 Belle Terre Pkwy	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254 Belle Terre Pkwy	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260 Belle Terre Pkwy	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
			Segment Length:	5.06																				
	Belle Terre Blvd																							
1263 Belle Terre Blvd	SR 100 to Zebulas Trl	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	D	C	C
1265 Belle Terre Blvd	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270 Belle Terre Blvd	Zaun Trail to Citation Pkwy			1.37								5,297	0.0967	512	167	679							B	B
1275 Belle Terre Blvd	Citation Pkwy to US 1			1.31								4,301	0.106	456	184	640							B	B
			Segment Length:	3.73																				
	Bird of Paradise Drive																							
2420 Bird of Paradise Drive	Matanzas Woods Parkway to Birchwood Drive	Collector	UFH	1.31	2	No	n.a.	n.a.	n.a.	n.a.	30	4,494	0.1362	612	0	612	*	770	1,530	2,170	2,990	D	B	B
2430 Bird of Paradise Drive	Birchwood Drive to Belle Terre Parkway			1.01								7,069	0.1019	720	0	720							B	B
			Segment Length:	2.32																				
	Bulldog Drive																							
4300 Bulldog Drive	SR 100 to Central Avenue	Collector	Class 2	0.54	2	No	No	No	1	1.11	25	5,384	0.1635	880	84	964	*	**	660	1,330	1,410	D	C	C
4310 Bulldog Drive	Central Avenue to Lake Avenue			0.28								1386	0.127	176	0	176								
4320 Bulldog Drive	Lake Avenue to terminus			0.08																				
			Segment Length:	0.90																				
	Central Avenue																							
4400 Central Avenue	Belle Terre Parkway to Market Avenue	Collector	Class 2	0.35	4	Yes	Yes	No	2	2.90	25	4,233	0.1288	545	292	837	*	**	1,310	2,920	3,040	D	C	C
4410 Central Avenue	Market Avenue to Lake Avenue			0.11								4,777	0.1398	668	292	960							C	C
4420 Central Avenue	Lake Avenue to Landings Blvd.			0.23								5,804	0.096	557	215	772							C	C
			Segment Length:	0.69																				
4430 Central Avenue	Landings Blvd to Park Street	Collector	Class 2	0.33	2	no	no	no	0	0.00	20	4,712	0.1452	684	292	976	*	**	660	1,330	1,410	D	D	D
4440 Central Avenue	Park Street to Bulldog Drive			0.16								4,543	0.1453	660	292	952							C	D
4450 Central Avenue	Bulldog Drive to Brookhaven Drive			0.29								3,084	0.1401	432	292	724							C	D
4460 Central Avenue	Brookhaven Drive to Town Center Blvd.			0.41								3,084	0.1401	432	292	724							C	D
			Segment Length:	1.19																				
	Citation Parkway																							
3312 Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	Collector	UFH	0.77	2	No	n.a.	n.a.	n.a.	n.a.	35	1,687	0.1067	180	0	180	*	770	1,530	2,170	2,990	D	B	B
3315 Citation Parkway	Seminole Woods Parkway to Sesame Boulevard			0.41							40	~~1,564~~	~~0.089~~	~~139~~	~~0~~	~~139~~								
			Segment Length:	1.18																				
	Club House Drive																							
1300 Club House Drive	Palm Harbor Parkway to Palm Coast Parkway (WB)	Collector	Class 2	1.65	2	No	Yes	No	1	0.56	35	4,825	0.0895	432	80	512	*	**	660	1,330	1,410	D	C	C
1310 Club House Drive	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.15								3,293	0.102	336	78	414							C	C
			Segment Length:	1.80																				
	Colbert Lane																							
3105 Colbert Lane	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	Arterial	Class 2	0.20	2	No	n.a.	n.a.	n.a.	n.a.	30	4,167	0.1056	440	9	449	*	**	660	1,330	1,410	D	C	C
3110 Colbert Lane	Palm Coast Parkway (EB) to Waterside Parkway (N)		UFH	1.70							45	9,199	0.1061	976	6	982	*	770	1,530	2,170	2,990		C	C
3120 Colbert Lane	Waterside Parkway (N) to Waterside Park (S)			1.40							55	5,191	0.0955	496	1	497							B	B
3125 Colbert Lane	Waterside Park (S) to South Park Road			0.60								5,788	0.1071	620	1	621							B	B
3130 Colbert Lane	South Park Road to Roberts Road			1.87								6,371	0.086	548	1	549							B	B
3135 Colbert Lane	Roberts Road to SR 100			1.29								4,289	0.1007	432	1	433							B	B
			Segment Length:	7.06																				
	Cypress Point Parkway																							
4200 Cypress Point Parkway	Belle Terre Parkway to Pine Cone Drive	Arterial	Class 2	0.22	4	Yes	Yes	No	3	3.80	35	18,853	0.0893	1,684	65	1,749	*	**	1,310	2,920	3,040	D	D	D
4205 Cypress Point Parkway	Pine Cone Drive to Cypress Edge (S)			0.29								17,801	0.0854	1,520	65	1,585							D	D
4210 Cypress Point Parkway	Cypress Edge (S) to Cypress Edge (N)			0.16								17,801	0.0854	1,520	65	1,585							D	D
4215 Cypress Point Parkway	Cypress Edge (N) to Palm Coast Parkway			0.12								20,966	0.0914	1,916	65	1,981							D	D
			Segment Length:	0.79																				
	Farmsworth Drive																							
2716 Farmsworth Drive	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.90	2	No	n.a.	n.a.	n.a.	n.a.	30	2,376	0.1061	252	0	252	*	**	600	1,200	1,270	D	C	C
	Farragut Drive																							
2717 Farragut Drive	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.97	2	No	n.a.	n.a.	n.a.	n.a.	30	1,045	0.0995	104	0	104	*	**	600	1,200	1,270	D	C	C
	Fleetwood Drive																							
2714 Fleetwood Drive	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.94	2	No	n.a.	n.a.	n.a.	n.a.	30	2,329	0.0962	224	0	224	*	**	600	1,200	1,270	D	C	C

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Florida Park Drive																							
2090 Florida Park Drive	Palm Harbor Parkway to Forest Hill Drive			0.32								5,055	0.0942	476	27	503							C	C
2100 Florida Park Drive	Forest Hill Drive to Fleetwood Drive			0.64								7,122	0.091	648	24	672							C	D
2105 Florida Park Drive	Fleetwood Drive to Farragut Drive	Collector	Class 1	0.25	2	No	Yes	No	1	0.52	30	7,122	0.091	648	24	672	*	**	660	1,330	1,410	**D**	C	D
2110 Florida Park Drive	Farragut Drive to Palm Coast Parkway (WB)			0.63								9,172	0.0925	848	25	873							D	D
2120 Florida Park Drive	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.08								5,066	0.1003	508	67	575							C	C
			Segment Length:	1.92																				
	Forest Grove Drive																							
4000 Forest Grove Drive	Old Kings Road (W) to Old Kings Road (E)	Collector	Class 2*	0.59	2	No	n.a.	n.a.	n.a.	n.a.	30	1,704	0.1713	292	0	292	*	**	600	1,200	1,270	**D**	C	C
4010 Forest Grove Drive	Old Kings Road (E) to Palm Harbor Parkway			0.41								~~0~~	~~0.094~~	———	~~289~~	~~289~~								
			Segment Length:	1.00																				
	Frontier Drive																							
2712 Frontier Drive	Old Kings Road (E) to Palm Harbor Parkway	Collector	Class 2*	1.14	2	No	n.a.	n.a.	n.a.	n.a.	30	3,657	0.1072	392	0	392	*	**	600	1,200	1,270	**D**	C	C
	Hargrove Grade Road																							
3707 Hargrove Grade Road	US 1 to RR Xing	Collector	Class 2*	1.00	2	No	n.a.	n.a.	n.a.	n.a.	35	3,304	0.1501	496	0	496	*	**	600	1,200	1,270	**D**	C	C
	I-95 (SR 9)																							
251 I-95 (SR 9)	Palm Coast City Limit to Palm Coast Parkway			7.64								66,798	0.131	8,751	25	8,776							D	D
292 I-95 (SR 9)	Palm Coast Parkway to SR 100	Arterial	Freeway	5.80	6	Yes	n.a.	n.a.	n.a.	n.a.	70	78,040	0.106	8,272	329	8,601	*	6,130	8,370	10,060	11,100	**C**	C	D
255 I-95 (SR 9)	SR 100 to Old Dixie Highway			5.26								78,768	0.132	10,397	312	10,709							D	E
			Segment Length:	18.70																				
	Lakeview Boulevard																							
3925 Lakeview Boulevard	London Drive to Matanzas Woods Parkway	Collector	UFH	1.33	2	No	n.a.	n.a.	n.a.	n.a.	n.a.	5,008	0.0926	464	0	464	*	770	1,530	2,170	2,990	**D**	B	B
	Landings Blvd.																							
4500 Landings Blvd.	SR 100 to Central Avenue	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4510 Landings Blvd.	Central Avenue to Lake Avenue			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Lake Avenue																							
4550 Lake Avenue	Market Avenue to Landings Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4560 Lake Avenue	Landings Blvd.to City Place Drive	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4570 Lake Avenue	City Place Drive to Town Center Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Market Avenue																							
4600 Market Avenue	Belle Terre Parkway to Central Avenue	Collector	UFH	0.28	2	No	n.a.	n.a.	n.a.	n.a.	25	2,990	0.103	308	0	308	*	770	1,530	2,170	2,990	**D**	B	B
4610 Market Avenue	Central Avenue to Lake Avenue													-	0	-								
			Segment Length:	0.28																				
	Matanzas Woods Parkway																							
2400 Matanzas Woods Parkway	US 1 to Belle Terre Parkway			1.06								6,514	0.1069	696	321	1,017							C	C
2410 Matanzas Woods Parkway	Belle Terre Parkway to Bird of Paradise Drive			0.80								10,120	0.1067	1,080	183	1,263							C	C
2415 Matanzas Woods Parkway	Bird of Paradise Drive to I-95 SB	Arterial	Class 1	0.10	2	No	Yes	No	3	0.33	45	13,880	0.1182	1,641	337	1,978	*	**	1,510	1,600	***	**D**	E	E
2416 Matanzas Woods Parkway	I-95 SB to I-95 NB			0.29								12,690	0.1157	1,468	305	1,773							C	E
2417 Matanzas Woods Parkway	I-95 NB to Old King Rd Extension			0.23								12,168	0.1351	1,644	305	1,949							E	E
2418 Matanzas Woods Parkway	Old Kings Rd Extension at Matanzas HS Entrance			0.52								8,208	0.1896	1,556	305	1,861							D	E
			Segment Length:	3.00																				
	Old Kings Road																							
2700 Old Kings Road	US 1 to Princess Place Preserve Entrance			1.55							55	1,598	0.1127	180	49	229							B	B
2702 Old Kings Road	Princess Place Preserve Entrance to Forest Grove Drive			3.01								6,707	0.0823	552	49	601							B	B
2705 Old Kings Road	Forest Grove Drive to Farmsworth Drive			1.55							45	7,405	0.0956	708	222	930							B	C
2707 Old Kings Road	Farmsworth Drive to Frontier Drive	Arterial	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.		9,730	0.0958	932	222	1,154	*	770	1,530	2,170	2,990	**D**	C	C
2710 Old Kings Road	Frontier Drive to Fleetwood Drive			0.46							35	12,513	0.0879	1,100	220	1,320							C	C
2715 Old Kings Road	Fleetwood Drive to Farragut Drive			0.65								16,203	0.0857	1,389	220	1,609							C	D
			Segment Length:	7.61																				
2720 Old Kings Road	Farragut Drive to Palm Coast Parkway	Arterial	Class 1	0.39	4	Yes	Yes	Yes	1	2.56	35	23,893	0.084	2,007	199	2,206	*	**	3,420	3,580	**	**D**	C	C
			Segment Length:	0.39																				
2730 Old Kings Road	Palm Coast Parkway to Utility Drive			0.63							35	15,971	0.0829	1,324	224	1,548							C	D
2735 Old Kings Road	Utility Drive to Oak Trails Boulevard			0.25	2	No						9,556	0.0892	852	224	1,076	*	770	1,530	2,170	2,990		C	C
2740 Old Kings Road	Oak Trails Boulevard to Hidden Lake Blvd			3.35								9,332	0.0883	824	257	1,081								
2743 Old Kings Road	Hidden Lake Blvd to Town Center Drive	Arterial	UFH	0.20			n.a.	n.a.	n.a.	n.a.	45	9,645	0.0887	856	257	1,113						**D**	C	C
2745 Old Kings Road	Town Center Boulevard to SR 100			1.61	4	Yes						9,891	0.087	861	251	1,112	*	3,300	4,660	5,900	6,530		B	B
2750 Old Kings Road	SR 100 to Palm Coast City Limit			0.30	2	No					50	9,422	0.1414	1,332	88	1,420	*	770	1,530	2,170	2,990		C	C
			Segment Length:	6.34																				
	Palm Coast Parkway																							
2800 Palm Coast Parkway	US 1 to Pine Lakes Parkway	Arterial	Class 1	0.53	4	Yes	Yes	Yes	1	1.89	45	15,106	0.0988	1,492	922	2,414	*	**	3,420	3,580	***	**D**	C	C
	Palm Coast Parkway (Eastbound)																							
2815 Palm Coast Parkway (Eastbound)	Pine Lakes Parkway to Belle Terre Parkway	Arterial	Class 1 (One	1.22	2	One Way	Yes	No	2	1.06	45	13,199	0.0949	1,253	478	1,731	*	**	2,050	2,150	***	**D**	C	C
2825 Palm Coast Parkway (Eastbound)	Belle Terre Parkway to Cypress Point Parkway		Way)	0.66	3						40	19,308	0.0849	1,639	321	1,960	*	**	3,150	3,240	***		C	C

Transportation Facility Status Report

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Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
		Segment Length:		1.88																				
	Palm Coast Parkway (Westbound)																							
2820 Palm Coast Parkway (Westbound)	Cypress Point Parkway to Belle Terre Parkway	Arterial	Class 1 (One	0.65	3	One Way	Yes	No	2	1.10	40	18,837	0.0941	1,773	321	2,094	*	**	3,150	3,240	***	**D**	C	C
2810 Palm Coast Parkway (Westbound)	Belle Terre Parkway to Pine Lakes Parkway		Way)	1.16	2						45	12,729	0.087	1,107	478	1,585	*	**	2,050	2,150	***		C	C
		Segment Length:		1.81																				
	Palm Coast Parkway																							
2826 Palm Coast Parkway	Cypress Point Parkway to I-95 South Bound Ramps			0.27								48,983	0.0846	4,144	562	4,706							C	C
2827 Palm Coast Parkway	I-95 South Bound Ramps to I-95 North Bound Ramps	Arterial	Class 1	0.39	6	Yes	Yes	Yes	3	3.33	40	40,003	0.0968	3,872	240	4,112	*	**	5,250	5,390	***	**D**	C	C
2830 Palm Coast Parkway	I-95 North Bound Ramps to Old Kings Road			0.24								48,084	0.0819	3,938	262	4,200							C	C
		Segment Length:		0.90																				
	Palm Coast Parkway (Eastbound)																							
2845 Palm Coast Parkway (Eastbound)	Old Kings Road to Florida Park Drive		Class 1 (One Way)	0.34								16,857	0.0847	1,428	155	1,583							C	C
2855 Palm Coast Parkway (Eastbound)	Florida Park Drive to Club House Drive	Arterial		0.26	2	One Way	Yes	Yes	3	1.69	45	13,953	0.0903	1,260	188	1,448	*	**	3,150	3,240	***	**D**	C	C
2865 Palm Coast Parkway (Eastbound)	Club House Drive to Colbert Lane			0.25								11,633	0.0908	1,056	122	1,178							C	C
2875 Palm Coast Parkway (Eastbound)	Colbert Lane to Palm Harbor Parkway			0.93								7,301	0.0893	652	130	782							C	C
		Segment Length:		1.78																				
	Palm Coast Parkway (Westbound)																							
2870 Palm Coast Parkway (Westbound)	Palm Harbor Parkway to Colbert Lane		Class 1 (One Way)	0.65							45	7,938	0.0821	652	119	771							C	C
2860 Palm Coast Parkway (Westbound)	Colbert Lane to Club House Drive	Arterial		0.32	2							11,333	0.08	907	113	1,020	*	**	2,050	2,150	***	**D**	C	C
2850 Palm Coast Parkway (Westbound)	Club House Drive to Florida Park Drive			0.28							40	14,133	0.0888	1,256	150	1,406							C	C
2840 Palm Coast Parkway (Westbound)	Florida Park Drive to Old Kings Road			0.33		One Way	Yes	No	3	1.90		18,891	0.0881	1,664	132	1,796							C	C
		Segment Length:		1.58																				
	Palm Coast Parkway (Hammock Dunes Parkway)																							
2880 Palm Coast Parkway (Hammock Dunes Parkway)	Palm Harbor Parkway to SR A1A	Arterial	Class 1	1.11	2	No	Yes	Yes	1	0.90	45	14,253	0.0856	1,220	125	1,345	*	**	1,510	1,600	***	**D**	C	C
	Palm Harbor Parkway																							
2890 Palm Harbor Parkway	Matanzas HS Entrance to Cris Lane			0.60								6,731	0.1129	760	217	977							B	C
2895 Palm Harbor Parkway	Cris Lane to Fellowship Lane	Collector	UFH	0.70	2	No	n.a.	n.a.	n.a.	n.a.	45	6,916	0.1087	752	217	969	*	770	1,530	2,170	2,990	**D**	B	C
2900 Palm Harbor Parkway	Fellowship Lane to Florida Park Drive			0.70								7,727	0.0958	740	217	957							B	C
2910 Palm Harbor Parkway	Florida Park Drive to Club House Drive			1.78								6,994	0.0938	656	173	829							B	C
		Segment Length:		3.78																				
2920 Palm Harbor Parkway	Club House Drive to Palm Coast Parkway	Collector	Class 2	0.75	2	No	No	No	2	2.67	35	6,394	0.0857	548	181	729	*	**	660	1,330	1,410	**D**	C	D
	Pine Lakes Parkway																							
3000 Pine Lakes Parkway	Belle Terre Parkway (N) to Palm Coast Parkway			1.21								5,585	0.0931	520	21	541							C	C
3002 Pine Lakes Parkway	Palm Coast Parkway to Commerce Boulevard	Collector	Class 1	0.15	2	No	Yes	Yes	2	0.40	45	10,271	0.0931	956	30	986	*	**	1,510	1,600	***	**D**	C	C
3010 Pine Lakes Parkway	Commerce Boulevard to White Mill Drive			1.85								10,752	0.09	968	35	1,003							C	C
3020 Pine Lakes Parkway	White Mill Drive to Belle Terre Parkway (S)			1.81								13,192	0.0879	1,160	22	1,182							C	C
		Segment Length:		5.02																				
	Ravenwood Drive																							
3911 Ravenwood Drive	White View Parkway to Rymfire Drive	Collector	UFH	0.56	2	No	n.a.	n.a.	n.a.	n.a.	45	5,939	0.0855	508	0	508	*	770	1,530	2,170	2,990	**D**	B	B
	Royal Palms Parkway																							
3200 Royal Palms Parkway	US 1 to Rymfire Drive			0.68							55	7,140	0.1042	744	178	922							C	C
3210 Royal Palms Parkway	Rymfire Drive to Belle Terre Parkway	Arterial	Class 1	2.05	2	No	Yes	No	1	0.23		5,412	0.1027	556	178	734	*	**	1,510	1,600	***	**D**	C	C
3212 Royal Palms Parkway	Belle Terre Parkway to Town Center Boulevard			1.57							45	8,824	0.0993	876	146	1,022							C	C
		Segment Length:		4.30																				
	Rymfire Drive																							
3215 Rymfire Drive	Royal Palms Parkway to Ravenwood Drive	Collector	UFH	1.71	2	No	n.a.	n.a.	n.a.	0.00	45	5,606	0.1042	584	0	584	*	770	1,530	2,170	2,990	**D**	B	B
3225 Rymfire Drive	Ravenwood Drive to Belle Terre Parkway			1.34								11,401	0.0895	1,020	0	1,020							C	C
		Segment Length:		3.05																				
	Seminole Woods Pkwy																							
3325 Seminole Woods Pkwy	SR 100 to Ulaturn Place			0.95	4	Yes						14,303	0.09	1,287	384	1,671	*	3,300	4,660	5,900	6,530		B	B
3300 Seminole Woods Pkwy	Ulaturn Place to Citation Pkwy	Collector	UFH	1.45			n.a.	n.a.	n.a.	n.a.	50	12,272	0.09	1,104	381	1,485						**D**	B	B
3310 Seminole Woods Pkwy	Citation Pkwy to Sesame Blvd			1.15	2	No						4,536	0.1349	612	306	918	*	770	1,530	2,170	2,990		B	B
3305 Seminole Woods Pkwy	Sesame Blvd to US 1			1.37								6,959	0.0983	684	310	994							B	B
		Segment Length:		4.92																				
	Sesame Boulevard																							
3320 Sesame Boulevard	Seminole Woods Pkwy to terminus	Collector	UFH	2.92	2	No	n.a.	n.a.	n.a.	n.a.	45	6,170	0.1031	636	0	636	*	770	1,530	2,170	2,990	**D**	B	B
	State Road 100																							
3560 State Road 100	John Anderson Drive to Colbert Lane			1.17								23,062	0.0846	1,951	232	2,183							C	C
3550 State Road 100	Colbert Lane to Tuscany Blvd.	Arterial	State Class 1	0.46	4	Yes	Yes	No	2	0.74	55	24,630	0.0888	2,187	252	2,439	*	**	3,420	3,580	***	**D**	C	C
3540 State Road 100	Tuscany Blvd. to Old Kings Road			1.07								24,346	0.0729	1,775	252	2,027							C	C
		Segment Length:		2.70																				
3530 State Road 100	Old Kings Road to I-95			0.49							55	27,565	0.0663	1,828	408	2,236						**D**	C	C
3525 State Road 100	I-95 to Memorial Medical Parkway			0.27								37,732	0.0859	3,241	747	3,988							C	F
3520 State Road 100	Memorial Medical Pkwy to Seminole Woods Pkwy			0.35							50	34,523	0.1013	3,497	745	4,242							D	F
3515 State Road 100	Seminole Woods Pkwy to Bulldog Drive	Arterial	State Class 1	0.27	4	Yes	Yes	No	6	1.96		34,279	0.0629	2,156	249	2,405	*	**	3,420	3,580	***	**C**	C	C
3510 State Road 100	Bulldog Drive to Landing Blvd			0.78							55	32,283	0.0814	2,628	232	2,860							C	C

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
3505 State Road 100	Landing Blvd to Belle Terre Pkwy			0.45								28,600	0.0892	2,551	232	2,783							C	C
3500 State Road 100	Belle Terre Pkwy to Palm Coast City Limits			0.45								32,025	0.0814	2,607	236	2,843							C	C
			Segment Length:	3.06																				
	Town Center Blvd.																							
4100 Town Center Blvd.	SR 100 to Hospital Drive			0.29	4	Yes						7,242	0.1265	916	686	1,602	*	3,300	4,660	5,900	6,530		B	B
4110 Town Center Blvd.	Hospital Drive to Central Avenue			0.39								7,129	0.1246	888	648	1,536							B	B
4120 Town Center Blvd.	Central Avenue to Lake Avenue	Collector	UFH	0.30			n.a.	n.a.	n.a.	n.a.	25	6,810	0.1521	1,036	35	1,071						D	C	C
4130 Town Center Blvd.	Lake Avenue to Royal Palm Parkway			0.59	2							6,409	0.1267	812	35	847	*	770	1,530	2,170	2,990		C	C
4140 Town Center Blvd.	Royal Palm Parkway to Old Kings Road			0.25		No						10,206	0.0909	928	390	1,318							C	C
			Segment Length:	1.82																				
	Tuscany Blvd.																							
4145 Tuscany Blvd.	Old Kings Road to SR100	Collector	Class 1	2.01	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	US1 (SR5)																							
3700 US1 (SR5)	St. Johns County Line to Old Kings Road			0.76							60	13,684	0.1117	1,529	508	2,037							C	C
3702 US1 (SR5)	Old Kings Road to Matanzas Woods Parkway			2.61							65	15,505	0.096	1,488	739	2,227							C	C
3705 US1 (SR5)	Matanzas Woods Parkway to Palm Coast Parkway	Arterial	State Class 1	3.65	4	Yes	Yes	No	3	0.25		18,687	0.0955	1,785	1,383	3,168	*	**	3,420	3,580	***	D	C	C
3710 US1 (SR5)	Palm Coast Parkway to White View Parkway			2.11							60	20,783	0.0943	1,960	545	2,505							C	C
3720 US1 (SR5)	White View Parkway to Royal Palms Parkway			1.78								22,118	0.093	2,057	463	2,520							C	C
3725 US1 (SR5)	Royal Palms Parkway to Espanola Road			1.07								24,367	0.0913	2,225	273	2,498							C	C
			Segment Length:	11.98																				
101 US1 (SR5)	Palm Coast City Limit to Belle Terre Pkwy			0.57								14,567	0.0901	1,312	264	1,576							C	C
3750 US1 (SR5)	Belle Terre Pkwy to DuPont Rd	Arterial	State Class 1	0.9	4	Yes	Yes	No	2	0.69	60	17,288	0.085	1,469	490	1,959	*	**	3,420	3,580	***	D	C	C
3755 US1 (SR5)	DuPont Rd to Seminole Woods Pkwy			1.04								19,314	0.0994	1,920	281	2,201							C	C
235 US1 (SR5)	Seminole Woods Pkwy to Palm Coast City Limit			0.37								18,084	0.0929	1,680	325	2,005							C	C
			Segment Length:	2.88																				
	White Mill Drive																							
3915 White Mill Drive	Pine Lakes Parkway to White View Parkway	Collector	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.	40	5,014	0.0902	452	18	470	*	770	1,530	2,170	2,990	D	B	B
	White View Parkway																							
3920 White View Parkway	US 1 to White Mill Drive			0.88	4	Yes					45	8,964	0.0982	880	10	890	*	**	3,420	3,580	***		C	C
3910 White View Parkway	White Mill Drive to Belle Terre Parkway	Arterial	Class 1	1.53	2	No	Yes	No	1	0.28	50	8,446	0.0928	784	23	807	*	**	1,510	1,600	***	D	C	C
3900 White View Parkway	Belle Terre Parkway to Pritchard Drive			1.11							45	8,277	0.0797	660	5	665							C	C
			Segment Length:	3.52																				

Freeway = Interstate Highway, State = State Highway, UFH = Uninterrupted Flow Highway, Class 1 = 40 mph or higher speed limit, Class 2 = 35 mph or lower speed limit, PMPH = P.M. Peak Hour, K (actual) = Measured Peak Hour Factor.

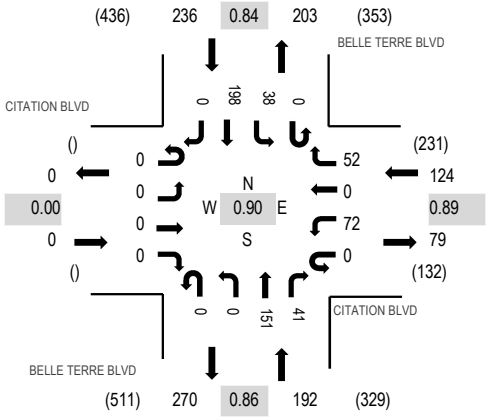
Appendix D

(Traffic Count Data)

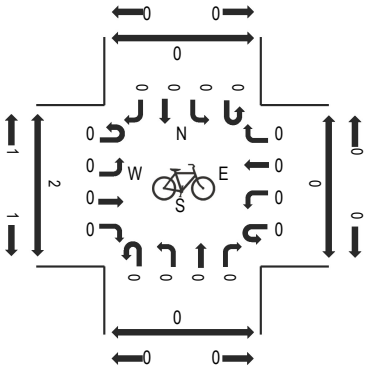
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 BELLE TERRE BLVD & CITATION BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

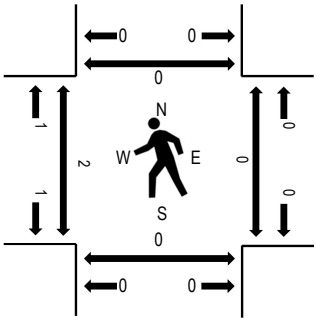
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	13	0	9	0	0	20	5	0	9	36	0	92	499	0	0	0	0
7:15 AM	0	0	0	0	0	16	0	12	0	0	31	5	0	4	60	0	128	540	0	0	0	0
7:30 AM	0	0	0	0	0	14	0	16	0	0	40	11	0	4	40	0	125	552	1	0	0	0
7:45 AM	0	0	0	0	0	19	0	16	0	0	47	9	0	10	53	0	154	552	0	0	0	0
8:00 AM	0	0	0	0	0	21	0	11	0	0	31	13	0	7	50	0	133	497	1	0	0	0
8:15 AM	0	0	0	0	0	18	0	9	0	0	33	8	0	17	55	0	140		0	0	0	0
8:30 AM	0	0	0	0	0	16	0	11	0	0	33	15	0	7	43	0	125		1	0	0	0
8:45 AM	0	0	0	0	0	20	0	10	0	0	24	4	0	4	37	0	99		1	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	0	4
Lights	0	0	0	0	0	63	0	52	0	0	145	31	0	34	191	0	516
Mediums	0	0	0	0	0	9	0	0	0	0	5	10	0	3	5	0	32
Total	0	0	0	0	0	72	0	52	0	0	151	41	0	38	198	0	552

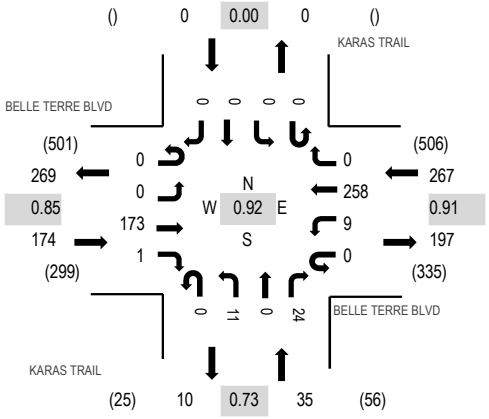
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				7.3%				8.3%				4.7%			6.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	12.5%	0.0%	0.0%	0.0%	0.0%	4.0%	24.4%	0.0%	10.5%	3.5%	0.0%	6.5%
Peak Hour Factor		0.00				0.89				0.86				0.84			0.90
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.89	0.00	0.86	0.00	0.00	0.80	0.75	0.00	0.60	0.85	0.00	0.90

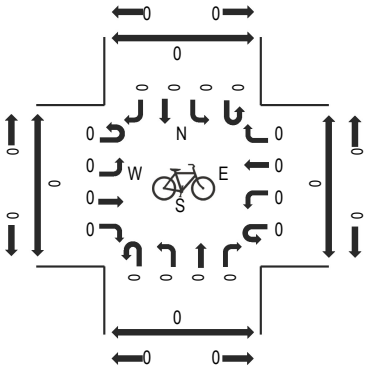
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 KARAS TRAIL & BELLE TERRE BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

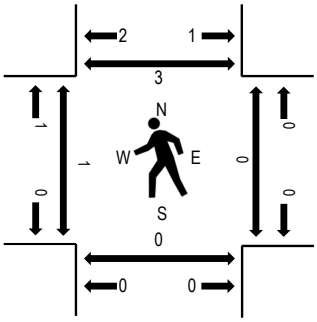
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				KARAS TRAIL Northbound				KARAS TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	21	1	0	0	49	0	0	0	0	1	0	0	0	0	72	430	0	0	0	1
7:15 AM	0	0	31	0	0	2	71	0	0	6	0	6	0	0	0	0	116	476	0	0	0	1
7:30 AM	0	0	45	0	0	4	56	0	0	0	0	8	0	0	0	0	113	468	0	0	0	2
7:45 AM	0	0	52	0	0	0	68	0	0	3	0	6	0	0	0	0	129	472	0	0	0	0
8:00 AM	0	0	45	1	0	3	63	0	0	2	0	4	0	0	0	0	118	431	1	0	0	0
8:15 AM	0	0	29	1	0	4	66	0	0	3	0	5	0	0	0	0	108		0	0	0	0
8:30 AM	0	0	49	0	1	4	55	0	0	3	0	5	0	0	0	0	117		0	1	0	0
8:45 AM	0	0	24	0	0	5	55	0	0	1	0	3	0	0	0	0	88		0	2	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
Lights	0	0	159	1	0	8	247	0	0	9	0	24	0	0	0	0	448
Mediums	0	0	14	0	0	1	9	0	0	2	0	0	0	0	0	0	26
Total	0	0	173	1	0	9	258	0	0	11	0	24	0	0	0	0	476

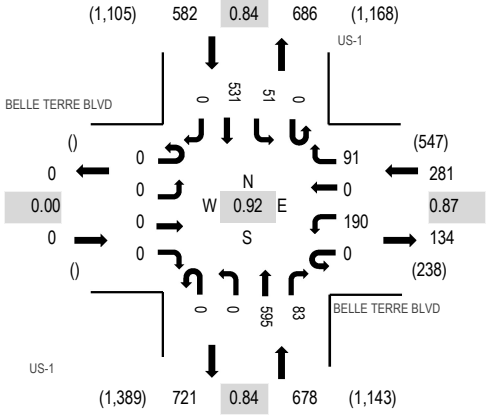
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			8.0%				4.5%				5.7%				0.0%		5.9%
Heavy Vehicle %	0.0%	0.0%	8.1%	0.0%	0.0%	11.1%	4.3%	0.0%	0.0%	18.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.9%
Peak Hour Factor			0.85				0.91				0.73				0.00		0.92
Peak Hour Factor	0.00	0.00	0.84	0.50	0.25	0.80	0.91	0.00	0.00	0.46	0.00	0.75	0.00	0.00	0.00	0.00	0.92

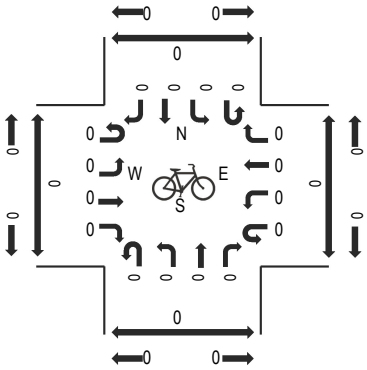
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 US-1 & BELLE TERRE BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

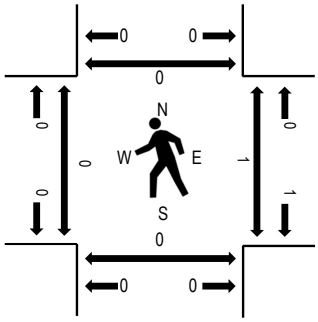
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	46	0	17	0	0	74	14	0	6	144	0	301	1,389	0	0	0	0
7:15 AM	0	0	0	0	0	61	0	24	0	0	78	19	0	5	118	0	305	1,488	0	0	0	0
7:30 AM	0	0	0	0	0	49	0	17	0	0	133	19	0	13	133	0	364	1,541	0	0	0	0
7:45 AM	0	0	0	0	0	54	0	23	0	0	176	26	0	12	128	0	419	1,529	0	0	0	0
8:00 AM	0	0	0	0	0	45	0	24	0	0	136	22	0	20	153	0	400	1,406	0	0	0	0
8:15 AM	0	0	0	0	0	42	0	27	0	0	150	16	0	6	117	0	358		0	1	0	0
8:30 AM	0	0	0	0	0	39	0	24	0	0	131	19	0	18	121	0	352		0	0	0	0
8:45 AM	0	0	0	0	0	36	0	19	0	0	115	15	0	8	103	0	296		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	1	0	0	16	1	0	0	12	0	31
Lights	0	0	0	0	0	183	0	81	0	0	547	77	0	39	496	0	1,423
Mediums	0	0	0	0	0	6	0	9	0	0	32	5	0	12	23	0	87
Total	0	0	0	0	0	190	0	91	0	0	595	83	0	51	531	0	1,541

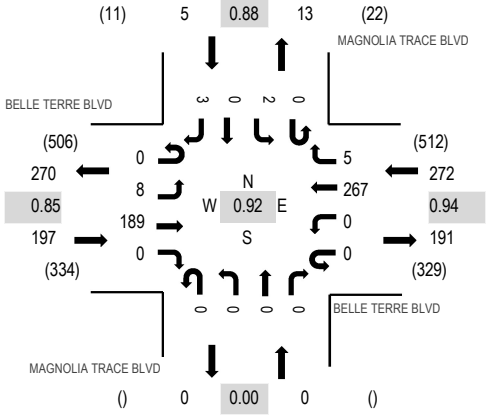
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				6.0%				8.0%				8.1%			7.7%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	3.7%	0.0%	11.0%	0.0%	0.0%	8.1%	7.2%	0.0%	23.5%	6.6%	0.0%	7.7%
Peak Hour Factor		0.00				0.87				0.84				0.84			0.92
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.86	0.00	0.91	0.00	0.00	0.85	0.83	0.00	0.70	0.87	0.00	0.92

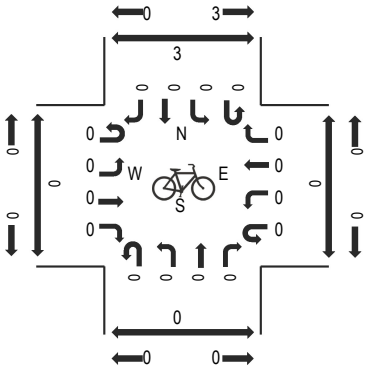
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 MAGNOLIA TRACE BLVD & BELLE TERRE BLVD AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:45 AM - 08:45 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

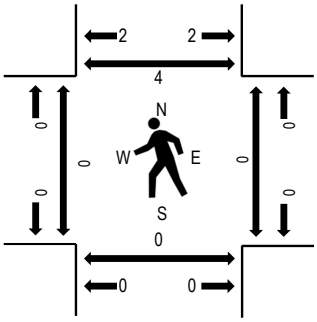
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				MAGNOLIA TRACE BLVD Northbound				MAGNOLIA TRACE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	24	0	0	0	48	2	0	0	0	0	0	0	0	0	75	426	0	0	0	1
7:15 AM	0	2	34	0	0	0	73	1	0	0	0	0	0	3	0	1	114	466	0	0	0	1
7:30 AM	0	0	51	0	0	0	57	0	0	0	0	0	0	0	0	0	108	466	0	0	0	0
7:45 AM	0	2	56	0	0	0	70	1	0	0	0	0	0	0	0	0	129	474	0	0	0	0
8:00 AM	0	1	45	0	0	0	65	3	0	0	0	0	0	0	0	1	115	431	0	0	0	0
8:15 AM	0	0	40	0	0	0	71	1	0	0	0	0	0	1	0	1	114		0	0	0	2
8:30 AM	0	5	48	0	0	0	61	0	0	0	0	0	0	1	0	1	116		0	0	0	2
8:45 AM	0	1	24	0	0	0	57	2	0	0	0	0	0	2	0	0	86		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	3
Lights	0	7	177	0	0	0	253	5	0	0	0	0	0	2	0	2	446
Mediums	0	1	10	0	0	0	13	0	0	0	0	0	0	0	0	1	25
Total	0	8	189	0	0	0	267	5	0	0	0	0	0	2	0	3	474

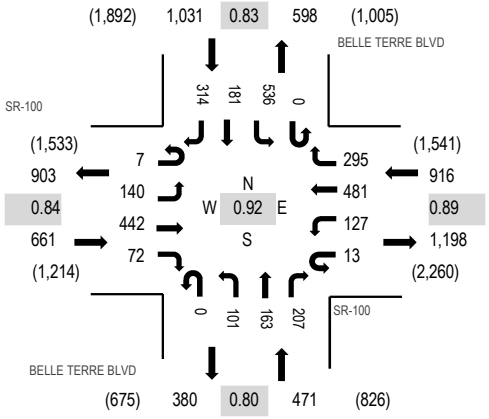
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		6.6%				5.1%				0.0%				20.0%			5.9%
Heavy Vehicle %	0.0%	12.5%	6.3%	0.0%	0.0%	0.0%	5.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.3%	5.9%
Peak Hour Factor		0.85				0.94				0.00				0.88			0.92
Peak Hour Factor	0.00	0.40	0.86	0.00	0.00	0.00	0.94	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.75	0.92

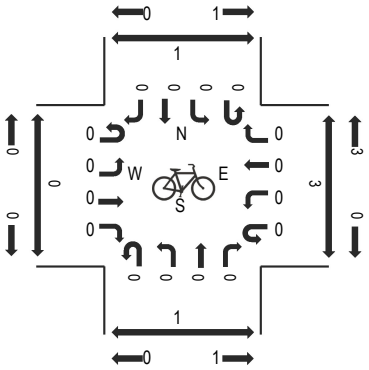
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 BELLE TERRE BLVD & SR-100 AM
Date: Tuesday, October 14, 2025
Peak Hour: 07:45 AM - 08:45 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

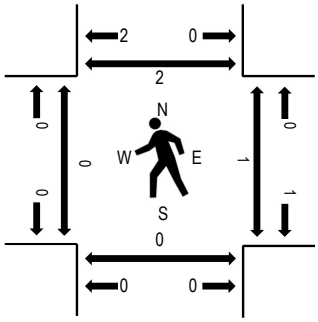
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SR-100 Eastbound				SR-100 Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	21	66	11	3	17	57	43	0	9	33	32	0	90	28	27	437	2,507	0	0	0	0
7:15 AM	1	20	73	13	1	18	81	35	0	16	18	39	0	145	49	49	558	2,831	0	2	2	0
7:30 AM	0	23	158	9	2	23	87	39	0	21	32	56	0	123	45	57	675	3,004	0	0	1	2
7:45 AM	0	28	122	12	1	32	116	64	0	28	41	79	0	174	54	86	837	3,079	0	0	0	0
8:00 AM	3	33	101	19	1	29	132	96	0	28	39	40	0	130	46	64	761	2,966	0	0	0	0
8:15 AM	3	27	93	23	4	34	101	83	0	19	45	40	0	121	49	89	731		0	1	0	1
8:30 AM	1	52	126	18	7	32	132	52	0	26	38	48	0	111	32	75	750		0	0	0	1
8:45 AM	0	34	109	15	6	27	116	70	0	34	39	26	0	133	40	75	724		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	7	1	0	1	1	3	0	0	1	2	0	0	1	0	18
Lights	7	133	422	67	13	124	459	288	0	101	160	203	0	527	175	310	2,989
Mediums	0	6	13	4	0	2	21	4	0	0	2	2	0	9	5	4	72
Total	7	140	442	72	13	127	481	295	0	101	163	207	0	536	181	314	3,079

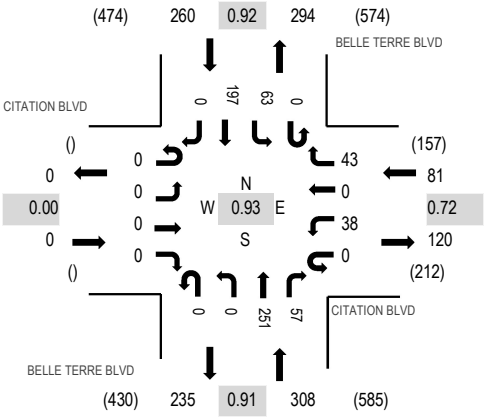
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		4.8%				3.5%				1.5%				1.8%			2.9%
Heavy Vehicle %	0.0%	5.0%	4.5%	6.9%	0.0%	2.4%	4.6%	2.4%	0.0%	0.0%	1.8%	1.9%	0.0%	1.7%	3.3%	1.3%	2.9%
Peak Hour Factor		0.84				0.89				0.80				0.83			0.92
Peak Hour Factor	0.58	0.70	0.75	0.82	0.64	0.93	0.91	0.78	0.00	0.79	0.91	0.68	0.00	0.82	0.90	0.88	0.92

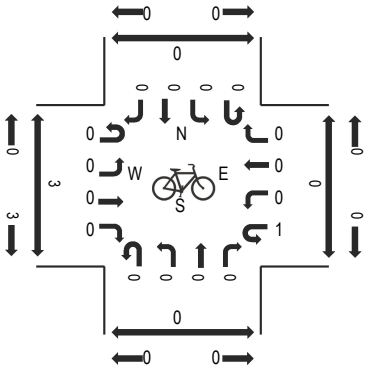
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 BELLE TERRE BLVD & CITATION BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

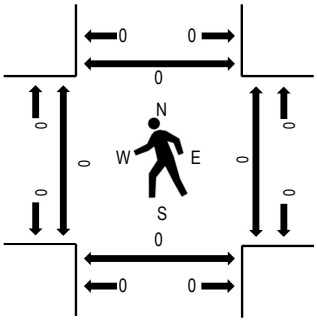
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	6	0	10	0	0	54	14	0	11	40	0	135	610	0	0	0	0
4:15 PM	0	0	0	0	0	10	0	14	0	0	62	15	0	17	49	0	167	649	0	0	0	0
4:30 PM	0	0	0	0	0	8	0	8	0	0	74	11	0	20	51	0	172	625	0	0	0	0
4:45 PM	0	0	0	0	0	10	0	8	0	0	51	15	0	8	44	0	136	585	0	0	0	0
5:00 PM	0	0	0	0	0	10	0	13	0	0	64	16	0	18	53	0	174	606	0	0	0	0
5:15 PM	0	0	0	0	0	9	0	9	0	0	56	7	0	9	53	0	143		0	0	0	0
5:30 PM	0	0	0	0	0	3	0	10	0	0	57	11	0	14	37	0	132		0	0	0	0
5:45 PM	0	0	0	0	0	9	0	20	0	0	64	14	0	12	38	0	157		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
Lights	0	0	0	0	0	37	0	40	0	0	247	57	0	61	193	0	635
Mediums	0	0	0	0	0	1	0	2	0	0	3	0	0	2	4	0	12
Total	0	0	0	0	0	38	0	43	0	0	251	57	0	63	197	0	649

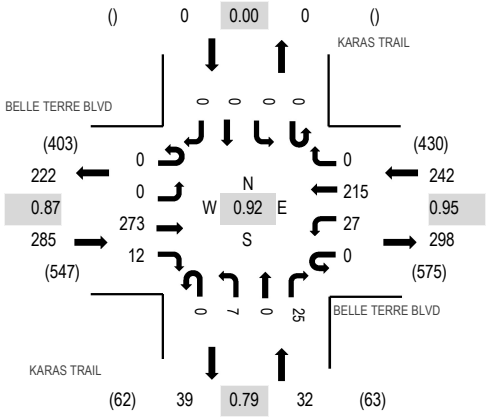
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				4.9%				1.3%				2.3%			2.2%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.6%	0.0%	7.0%	0.0%	0.0%	1.6%	0.0%	0.0%	3.2%	2.0%	0.0%	2.2%
Peak Hour Factor		0.00				0.72				0.91				0.92			0.93
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.95	0.00	0.65	0.00	0.00	0.85	0.89	0.00	0.79	0.95	0.00	0.93

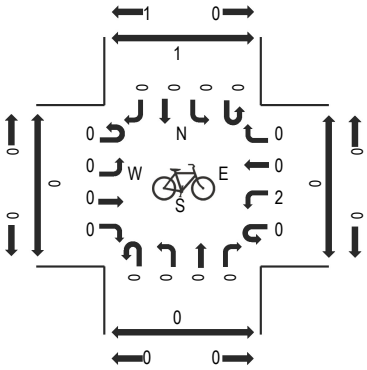
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 KARAS TRAIL & BELLE TERRE BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

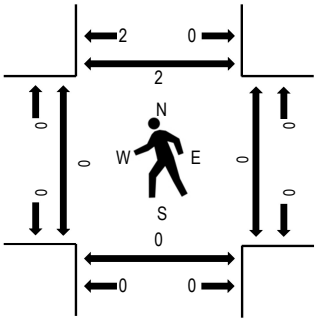
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				KARAS TRAIL Northbound				KARAS TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	65	1	0	3	39	0	0	2	0	2	0	0	0	0	112	528	0	0	0	2
4:15 PM	0	0	73	3	0	8	55	0	0	2	0	2	0	0	0	0	143	559	0	0	0	2
4:30 PM	0	0	79	3	0	5	57	0	0	2	0	6	0	0	0	0	152	546	0	0	0	0
4:45 PM	0	0	58	1	0	6	47	0	0	3	0	6	0	0	0	0	121	505	0	0	0	0
5:00 PM	0	0	63	5	0	8	56	0	0	0	0	11	0	0	0	0	143	512	0	0	0	0
5:15 PM	0	0	56	3	0	10	48	0	0	4	0	9	0	0	0	0	130		0	0	0	0
5:30 PM	0	0	61	1	0	2	40	0	0	2	0	5	0	0	0	0	111		0	0	0	0
5:45 PM	0	0	74	1	0	2	44	0	0	2	0	5	0	0	0	0	128		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights	0	0	269	12	0	26	211	0	0	7	0	25	0	0	0	0	550
Mediums	0	0	3	0	0	1	4	0	0	0	0	0	0	0	0	0	8
Total	0	0	273	12	0	27	215	0	0	7	0	25	0	0	0	0	559

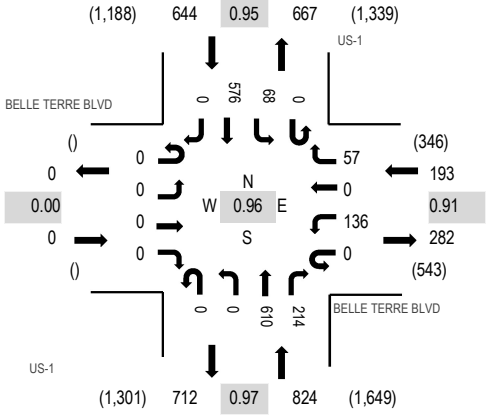
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.4%				2.1%				0.0%				0.0%		1.6%
Heavy Vehicle %	0.0%	0.0%	1.5%	0.0%	0.0%	3.7%	1.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor			0.87				0.95				0.79				0.00		0.92
Peak Hour Factor	0.00	0.00	0.87	0.60	0.00	0.73	0.94	0.00	0.00	0.56	0.00	0.73	0.00	0.00	0.00	0.00	0.92

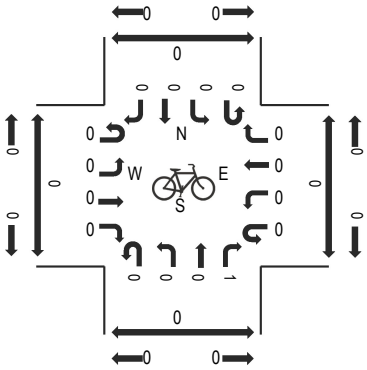
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 US-1 & BELLE TERRE BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

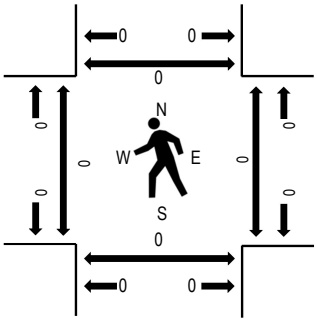
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	18	0	11	0	0	143	45	0	26	144	0	387	1,634	0	0	0	0
4:15 PM	0	0	0	0	0	38	0	15	0	0	141	57	0	16	148	0	415	1,661	0	0	0	0
4:30 PM	0	0	0	0	0	34	0	18	0	0	157	54	0	17	153	0	433	1,650	0	0	0	0
4:45 PM	0	0	0	0	0	26	0	15	0	0	167	51	0	15	125	0	399	1,599	0	0	0	0
5:00 PM	0	0	0	0	0	38	0	9	0	0	145	52	0	20	150	0	414	1,549	0	0	0	0
5:15 PM	0	0	0	0	0	36	0	13	0	0	175	39	0	14	127	0	404		0	0	0	0
5:30 PM	0	0	0	0	0	26	0	12	0	0	162	55	0	9	118	0	382		0	0	0	0
5:45 PM	0	0	0	0	0	27	0	10	0	0	146	60	0	13	93	0	349		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	11	1	0	0	6	0	18
Lights	0	0	0	0	0	133	0	56	0	0	579	212	0	67	548	0	1,595
Mediums	0	0	0	0	0	3	0	1	0	0	20	1	0	1	22	0	48
Total	0	0	0	0	0	136	0	57	0	0	610	214	0	68	576	0	1,661

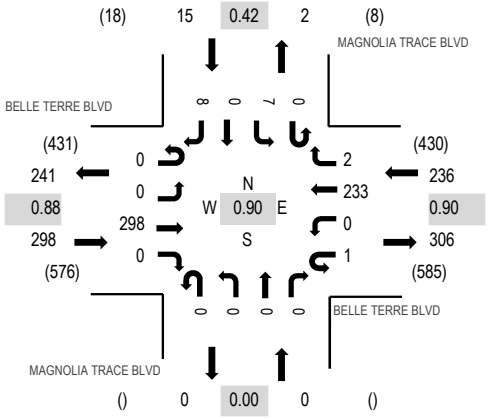
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				2.1%				4.0%				4.5%			4.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	0.0%	1.8%	0.0%	0.0%	5.1%	0.9%	0.0%	1.5%	4.9%	0.0%	4.0%
Peak Hour Factor		0.00				0.91				0.97				0.95			0.96
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.89	0.00	0.82	0.00	0.00	0.93	0.94	0.00	0.71	0.94	0.00	0.96

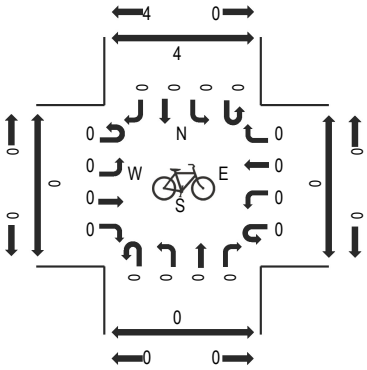
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 MAGNOLIA TRACE BLVD & BELLE TERRE BLVD PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

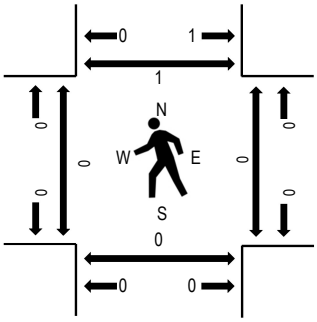
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BELLE TERRE BLVD Eastbound				BELLE TERRE BLVD Westbound				MAGNOLIA TRACE BLVD Northbound				MAGNOLIA TRACE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	67	0	0	0	43	2	0	0	0	0	0	2	0	0	116	521	0	0	0	0
4:15 PM	0	0	74	0	0	0	60	0	0	0	0	0	0	2	0	2	138	549	0	0	0	1
4:30 PM	0	0	85	0	0	0	57	1	0	0	0	0	0	3	0	6	152	536	0	0	0	0
4:45 PM	0	0	63	0	0	0	52	0	0	0	0	0	0	0	0	0	115	492	0	0	0	0
5:00 PM	0	0	76	0	1	0	64	1	0	0	0	0	0	2	0	0	144	503	0	0	0	0
5:15 PM	0	0	64	0	0	0	60	1	0	0	0	0	0	0	0	0	125		0	0	0	0
5:30 PM	0	0	67	0	0	0	40	0	0	0	0	0	0	1	0	0	108		0	0	0	0
5:45 PM	0	0	78	0	0	0	47	1	0	0	0	0	0	0	0	0	126		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights	0	0	294	0	1	0	228	2	0	0	0	0	0	7	0	8	540
Mediums	0	0	3	0	0	0	5	0	0	0	0	0	0	0	0	0	8
Total	0	0	298	0	1	0	233	2	0	0	0	0	0	7	0	8	549

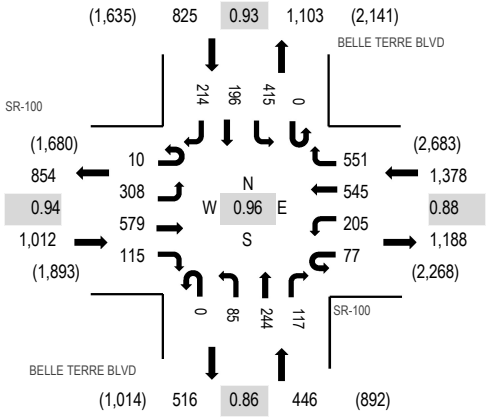
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.3%				2.1%				0.0%				0.0%		1.6%
Heavy Vehicle %	0.0%	0.0%	1.3%	0.0%	0.0%	0.0%	2.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor			0.88				0.90				0.00				0.42		0.90
Peak Hour Factor	0.00	0.25	0.88	0.00	0.25	0.00	0.91	0.38	0.00	0.00	0.00	0.00	0.00	0.58	0.00	0.33	0.90

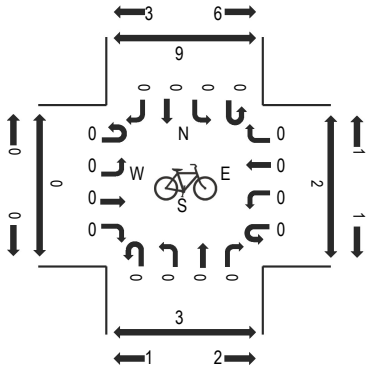
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 BELLE TERRE BLVD & SR-100 PM
Date: Tuesday, October 14, 2025
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

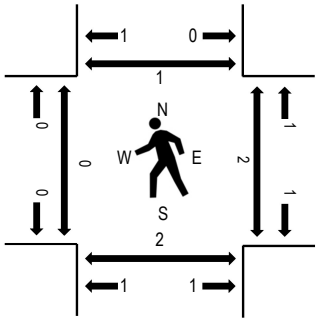
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SR-100 Eastbound				SR-100 Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	3	90	137	34	21	57	122	133	0	18	50	38	0	82	39	64	888	3,606	0	0	0	0
4:15 PM	1	95	120	23	27	64	125	112	0	31	50	34	0	117	42	69	910	3,614	0	0	0	0
4:30 PM	3	79	171	25	21	38	111	130	0	14	63	33	0	110	50	42	890	3,661	0	1	0	0
4:45 PM	0	69	161	32	23	44	139	161	0	16	58	21	0	93	40	61	918	3,628	0	0	1	0
5:00 PM	2	95	105	27	14	67	125	107	0	27	77	32	0	111	58	49	896	3,497	0	1	0	1
5:15 PM	5	65	142	31	19	56	170	153	0	28	46	31	0	101	48	62	957		0	0	1	0
5:30 PM	2	67	86	28	15	53	106	143	0	20	73	35	0	103	59	67	857		0	0	2	0
5:45 PM	3	66	111	15	22	55	132	118	0	19	41	37	0	95	29	44	787		0	0	1	3

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	2	0	0	0	1	1	0	0	0	1	0	0	0	1	7
Lights	10	307	569	113	77	202	540	547	0	83	243	113	0	401	192	210	3,607
Mediums	0	0	8	2	0	3	4	3	0	2	1	3	0	14	4	3	47
Total	10	308	579	115	77	205	545	551	0	85	244	117	0	415	196	214	3,661

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.3%				0.9%				1.6%				2.7%			1.5%
Heavy Vehicle %	0.0%	0.3%	1.7%	1.7%	0.0%	1.5%	0.9%	0.7%	0.0%	2.4%	0.4%	3.4%	0.0%	3.4%	2.0%	1.9%	1.5%
Peak Hour Factor		0.94				0.88				0.86				0.93			0.96
Peak Hour Factor	0.60	0.89	0.86	0.92	0.85	0.86	0.80	0.88	0.00	0.84	0.82	0.91	0.00	0.92	0.87	0.89	0.96

Appendix E

(SR-100 at Belle Terre Blvd Signal Timing Plan)

CITY OF PALM COAST SIGNAL TIMING SHEETS

LOCATION: SR 100 at Belle Terre Pkwy
Palm Coast

FREE: [ ]

DATE: 12/10/2025

SIGNAL #:

CO-ORD: [X]

Design By: Sean Castello

NETWORK #:

Controller Timing Chart

PHASE	1	2	3	4	5	6	7	8
DIRECTION	EBL	WB	SBL	NB	WBL	EB	NBL	SB
TURN TYPE	PROT	-	PROT		PROT	-	PROT	-
MIN GREEN	5	16	5	7	5	16	5	7
WALK		7		7		7		7
PED CLR		29		42		19		39
YELLOW	5.1	5.1	4.8	5.1	5.1	5.1	5.1	4.8
RED CLR	4.5	2.0	3.6	2.0	4.4	2.0	3.8	2.0
EXTENSION	3	3	3	3	3	3	3	3
MAX 1	46	100	45	32	46	100	32	30
MAX 2	20	80	30	25	33	80	25	30
MAX 3		-				-		
DYM MAX								
DYM STP								
RECALL		MIN				MIN		
DETECTOR	NON-LOCK	LOCK	NON-LOCK	NON-LOCK	NON-LOCK	LOCK	NON-LOCK	NON-LOCK
FLASH	RED	YELLOW	RED	RED	RED	YELLOW	RED	RED

COORDINATION TIMINGS

PATTERN	1	2	3	4	5	6	7	8
CYCLE	160	150	160	-	-	-	-	-
OFFSET	15	62	87	-	-	-	-	-

PHASE	1	2	3	4	5	6	7	8
PATTERN 1	27	57	34	42	32	52	26	50
PATTERN 2	33	53	35	29	35	51	26	38
PATTERN 3	40	58	30	32	45	53	24	38
PATTERN 4	-	-	-	-	-	-	-	-
PATTERN 5	-	-	-	-	-	-	-	-
PATTERN 6	-	-	-	-	-	-	-	-
PATTERN 7	-	-	-	-	-	-	-	-

Controller IP		Switch IP		Camera IP	
Controller Gateway		Switch Gateway		Camera Gateway	

REMARKS: Reference Phase

Beginning of Yellow

PATTERN 1,2 & 3

1	2	4	3
6	5	7	8

CITY OF PALM COAST SIGNAL TIMING SHEETS

LOCATION: SR 100 at Belle Terre Pkwy
Palm Coast

FREE:

DATE: 12/10/2025

SIGNAL #: 0

CO-ORD: X

Design By: Sean Castello

NETWORK #: 0

TIME OF DAY SCHEDULE

BASE DAY		1	2	3	4	5	6	7	Crosswalk Length
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
MON #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		P2
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
TUES #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
WED #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		P4
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
THU #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		
	TIME	00:00-6:30	06:30-9:30	09:30-15:00	15:00-18:30	18:30-21:00	21:00-0:00		
FRI #1	PATTERN	FREE	PATTERN #1	PATTERN #2	PATTERN #3	PATTERN #2	FREE		P6
	TIME	00:00-10:00	10:00-21:00	21:00-0:00					
SAT #2	PATTERN	FREE	PATTERN #2	FREE					
	TIME	00:00-10:00	10:00-21:00	21:00-0:00					
SUN #2	PATTERN	FREE	PATTERN #2	FREE					P8

CONTROLLER TYPE		CONDITION OF OVERHEAD	GOOD	PROGRAM NUMBER	
		OVERHEAD STREET NAMES	NO		
PHASES:	8Φ	ILLUMINATED STREET NAMES	YES	32.67.20	SIGNAL OWNER
CABINET TYPE	VI	PRE-EMPTION	NO	Controller IP Address	State
CABINET DATE		PRE-EMPTION TYPE	N/A	0	LED: YES

REMARKS:

PHASE	1	2	3	4	5	6	7	8
INITIAL	5	16	5	7	5	16	5	7
EXTENSION	3	3	3	3	3	3	3	3
YELLOW	5.1	5.1	4.8	5.1	5.1	5.1	5.1	4.8
RED	4.5	2	3.6	2	4.4	2	3.8	2
Pattern 1	27	57	34	42	32	52	26	50
Pattern 2	33	53	35	29	35	51	26	38
Pattern 3	40	58	30	32	45	53	24	38
Pattern 4	-	-	-	-	-	-	-	-
Pattern 5	-	-	-	-	-	-	-	-
Max split	40	58	35	42	45	53	26	50
GREEN	30.4	50.9	26.6	34.9	35.5	45.9	17.1	43.2
GREEN - Initial	22.4	-	18.6	24.9	27.5	-	9.1	33.2
MAX 2	55	117	26.6	54	69	116	17.1	52

Appendix F

(Seasonal Factor Report)

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7300 FLAGLER COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.09
2	01/07/2024 - 01/13/2024	1.05	1.11
3	01/14/2024 - 01/20/2024	1.07	1.13
4	01/21/2024 - 01/27/2024	1.04	1.09
5	01/28/2024 - 02/03/2024	1.02	1.07
6	02/04/2024 - 02/10/2024	1.00	1.05
7	02/11/2024 - 02/17/2024	0.98	1.03
* 8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.95	1.00
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.98
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.94	0.99
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.02
*19	05/05/2024 - 05/11/2024	0.97	1.02
*20	05/12/2024 - 05/18/2024	0.98	1.03
21	05/19/2024 - 05/25/2024	0.99	1.04
22	05/26/2024 - 06/01/2024	0.99	1.04
23	06/02/2024 - 06/08/2024	1.00	1.05
24	06/09/2024 - 06/15/2024	1.01	1.06
25	06/16/2024 - 06/22/2024	1.01	1.06
26	06/23/2024 - 06/29/2024	1.01	1.06
27	06/30/2024 - 07/06/2024	1.01	1.06
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.02	1.07
31	07/28/2024 - 08/03/2024	1.02	1.07
32	08/04/2024 - 08/10/2024	1.02	1.07
33	08/11/2024 - 08/17/2024	1.02	1.07
34	08/18/2024 - 08/24/2024	1.02	1.07
35	08/25/2024 - 08/31/2024	1.03	1.08
36	09/01/2024 - 09/07/2024	1.03	1.08
37	09/08/2024 - 09/14/2024	1.04	1.09
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.03	1.08
40	09/29/2024 - 10/05/2024	1.02	1.07
41	10/06/2024 - 10/12/2024	1.00	1.05
42	10/13/2024 - 10/19/2024	0.99	1.04
43	10/20/2024 - 10/26/2024	0.99	1.04
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.01	1.06
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.03	1.08
50	12/08/2024 - 12/14/2024	1.03	1.08
51	12/15/2024 - 12/21/2024	1.04	1.09
52	12/22/2024 - 12/28/2024	1.05	1.11
53	12/29/2024 - 12/31/2024	1.07	1.13

* PEAK SEASON

Appendix G

(Intersection Volume Calculations)

Magnolia Trace
Intersection Volumes AM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
AM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
104	183

Pass-By		
Total	In	Out
54	27	27

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: US-1 & Belle Terre Blvd (10/14/2025) # 1

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	190	0.99	**188**	1.2889	**242**			**0**		42.79%	**78**	**320**	242 + (78) = 320
	R	91	0.99	**90**	1.2889	**116**			**0**		9.48%	**17**	**133**	116 + (17) = 133
NB	T	595	0.99	**589**	1.1064	**652**			**0**			**0**	**652**	652
	R	83	0.99	**82**	1.1064	**91**			**0**	42.79%		**45**	**136**	91 + (45) = 136
SB	L	51	0.99	**50**	1.1064	**55**			**0**	9.48%		**10**	**65**	55 + (10) = 65
	T	531	0.99	**526**	1.1064	**582**			**0**			**0**	**582**	582

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Karas Trail (10/14/2025) # 2

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**	20.00%		**5**	54.55%		**57**	**62**	[5] + (57) = 62
	T	173	0.99	**171**	1.2889	**220**	-20.00%		**-5**			**0**	**215**	220 + [-5] = 215
	R	1	0.99	**1**	1.0000	**1**			**0**			**0**	**1**	1
WB	L	9	0.99	**9**	1.0000	**9**			**0**			**0**	**9**	9
	T	258	0.99	**255**	1.2889	**329**	-20.00%		**-5**			**0**	**324**	329 + [-5] = 324
	R	0	0.99	**0**	1.0000	**0**	20.00%		**5**	36.36%		**38**	**43**	[5] + (38) = 43
NB	L	11	0.99	**11**	1.0000	**11**			**0**			**0**	**11**	11
	T	0	0.99	**0**	1.0000	**0**			**0**	0.13%		**0**	**0**	
	R	24	0.99	**24**	1.0000	**24**			**0**			**0**	**24**	24
SB	L	0	0.99	**0**	1.0000	**0**		20.00%	**5**		36.36%	**67**	**72**	[5] + (67) = 72
	T	0	0.99	**0**	1.0000	**0**			**0**		0.13%	**0**	**0**	
	R	0	0.99	**0**	1.0000	**0**		20.00%	**5**		54.55%	**100**	**105**	[5] + (100) = 105

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	8	0.99	**8**	1.0000	**8**	30.00%		**8**			**0**	**16**	8 + [8] = 16
	T	189	0.99	**187**	1.2889	**241**	-30.00%		**-8**		36.36%	**67**	**300**	241 + [-8] + (67) = 300
WB	T	267	0.99	**264**	1.2889	**340**	-30.00%		**-8**	36.36%		**38**	**370**	340 + [-8] + (38) = 370
	R	5	0.99	**5**	1.0000	**5**	30.00%		**8**	9.09%		**9**	**22**	5 + [8] + (9) = 22
SB	L	2	0.99	**2**	1.0000	**2**		30.00%	**8**		9.09%	**17**	**27**	2 + [8] + (17) = 27
	R	3	0.99	**3**	1.0000	**3**		30.00%	**8**			**0**	**11**	3 + [8] = 11

Growth Factor= 1.00 at minor streets

Magnolia Trace
Intersection Volumes AM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
AM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
104	183

Pass-By		
Total	In	Out
54	27	27

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: Belle Terre Blvd & Citation Blvd (10/14/2025) # 4

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	72	0.99	**71**	1.4166	**101**			**0**	2.14%		**2**	**103**	101 + (2) = 103
	R	52	0.99	**51**	1.4166	**72**			**0**			**0**	**72**	72
NB	T	151	0.99	**149**	1.2889	**192**			**0**		43.31%	**79**	**271**	192 + (79) = 271
	R	41	0.99	**41**	1.2889	**53**			**0**		2.14%	**4**	**57**	53 + (4) = 57
SB	L	38	0.99	**38**	1.5442	**59**			**0**			**0**	**59**	59
	T	198	0.99	**196**	1.5442	**303**			**0**	43.31%		**45**	**348**	303 + (45) = 348

Growth Factor= 1.00 at minor streets

Intersection: SR-100 & Belle Terre Blvd (10/14/2025) # 5

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	UT	7	0.99	**7**	1.0000	**7**			**0**			**0**	**7**	7
	L	140	0.99	**139**	1.0947	**152**			**0**			**0**	**152**	152
	T	442	0.99	**438**	1.0947	**479**			**0**			**0**	**479**	479
	R	72	0.99	**71**	1.0947	**78**			**0**	1.68%		**2**	**80**	78 + (2) = 80
WB	UT	13	0.99	**13**	1.0000	**13**			**0**			**0**	**13**	13
	L	127	0.99	**126**	1.0672	**134**			**0**	20.67%		**21**	**155**	134 + (21) = 155
	T	481	0.99	**476**	1.0672	**508**			**0**			**0**	**508**	508
	R	295	0.99	**292**	1.0672	**312**			**0**			**0**	**312**	312
NB	L	101	0.99	**100**	1.1577	**116**			**0**		1.68%	**3**	**119**	116 + (3) = 119
	T	163	0.99	**161**	1.1577	**186**			**0**		21.40%	**39**	**225**	186 + (39) = 225
	R	207	0.99	**205**	1.1577	**237**			**0**		20.67%	**38**	**275**	237 + (38) = 275
SB	L	536	0.99	**531**	1.1549	**613**			**0**			**0**	**613**	613
	T	181	0.99	**179**	1.1549	**207**			**0**	21.40%		**22**	**229**	207 + (22) = 229
	R	314	0.99	**311**	1.1549	**359**			**0**			**0**	**359**	359

Growth Factor= 1.00 at minor streets

Magnolia Trace
Intersection Volumes PM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
PM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
184	131

Pass-By		
Total	In	Out
59	30	29

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: US-1 & Belle Terre Blvd (10/14/2025) # 1

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	136	0.99	**135**	1.2889	**174**			**0**		42.79%	**56**	**230**	174 + (56) = 230
	R	57	0.99	**56**	1.2889	**72**			**0**		9.48%	**12**	**84**	72 + (12) = 84
NB	T	610	0.99	**604**	1.1064	**668**			**0**			**0**	**668**	668
	R	214	0.99	**212**	1.1064	**235**			**0**	42.79%		**79**	**314**	235 + (79) = 314
SB	L	68	0.99	**67**	1.1064	**74**			**0**	9.48%		**17**	**91**	74 + (17) = 91
	T	576	0.99	**570**	1.1064	**631**			**0**			**0**	**631**	631

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Karas Trail (10/14/2025) # 2

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**	20.00%		**6**	54.55%		**100**	**106**	[6] + (100) = 106
	T	273	0.99	**270**	1.2889	**348**	-20.00%		**-6**			**0**	**342**	348 + [-6] = 342
	R	12	0.99	**12**	1.0000	**12**			**0**			**0**	**12**	12
WB	L	27	0.99	**27**	1.0000	**27**			**0**			**0**	**27**	27
	T	215	0.99	**213**	1.2889	**275**	-20.00%		**-6**			**0**	**269**	275 + [-6] = 269
	R	0	0.99	**0**	1.0000	**0**	20.00%		**6**	36.36%		**67**	**73**	[6] + (67) = 73
NB	L	7	0.99	**7**	1.0000	**7**			**0**			**0**	**7**	7
	T	0	0.99	**0**	1.0000	**0**			**0**	0.13%		**0**	**0**	
	R	25	0.99	**25**	1.0000	**25**			**0**			**0**	**25**	25
SB	L	0	0.99	**0**	1.0000	**0**		20.00%	**6**		36.36%	**48**	**54**	[6] + (48) = 54
	T	0	0.99	**0**	1.0000	**0**			**0**		0.13%	**0**	**0**	
	R	0	0.99	**0**	1.0000	**0**		20.00%	**6**		54.55%	**71**	**77**	[6] + (71) = 77

Growth Factor= 1.00 at minor streets

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**	30.00%		**9**			**0**	**9**	[9]
	T	298	0.99	**295**	1.2889	**380**	-30.00%		**-9**		36.36%	**48**	**419**	380 + [-9] + (48) = 419
WB	T	233	0.99	**231**	1.2889	**298**	-30.00%		**-9**	36.36%		**67**	**356**	298 + [-9] + (67) = 356
	R	2	0.99	**2**	1.0000	**2**	30.00%		**9**	9.09%		**17**	**28**	2 + [9] + (17) = 28
SB	L	7	0.99	**7**	1.0000	**7**		30.00%	**9**		9.09%	**12**	**28**	7 + [9] + (12) = 28
	R	8	0.99	**8**	1.0000	**8**		30.00%	**9**			**0**	**17**	8 + [9] = 17

Growth Factor= 1.00 at minor streets

Magnolia Trace
Intersection Volumes PM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
PM Peak

SF	Years
0.99	6

Trip Generation	
Enter	Exit
184	131

Pass-By		
Total	In	Out
59	30	29

Legend
Background + [Pass-by] + (Proj)= Total

Intersection: Belle Terre Blvd & Citation Blvd (10/14/2025) # 4

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
WB	L	38	0.99	**38**	1.4166	**54**			**0**	2.14%		**4**	**58**	54 + (4) = 58
	R	43	0.99	**43**	1.4166	**61**			**0**			**0**	**61**	61
NB	T	251	0.99	**248**	1.2889	**320**			**0**		43.31%	**57**	**377**	320 + (57) = 377
	R	57	0.99	**56**	1.2889	**72**			**0**		2.14%	**3**	**75**	72 + (3) = 75
SB	L	63	0.99	**62**	1.5442	**96**			**0**			**0**	**96**	96
	T	197	0.99	**195**	1.5442	**301**			**0**	43.31%		**80**	**381**	301 + (80) = 381

Growth Factor= 1.00 at minor streets

Intersection: SR-100 & Belle Terre Blvd (10/14/2025) # 5

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + [Pass-by] + (Proj)= Total
EB	UT	10	0.99	**10**	1.0000	**10**			**0**			**0**	**10**	10
	L	305	0.99	**302**	1.0947	**331**			**0**			**0**	**331**	331
	T	573	0.99	**567**	1.0947	**621**			**0**			**0**	**621**	621
	R	114	0.99	**113**	1.0947	**124**			**0**	1.68%		**3**	**127**	124 + (3) = 127
WB	UT	76	0.99	**75**	1.0000	**75**			**0**			**0**	**75**	75
	L	203	0.99	**201**	1.0672	**215**			**0**	20.67%		**38**	**253**	215 + (38) = 253
	T	540	0.99	**535**	1.0672	**571**			**0**			**0**	**571**	571
	R	545	0.99	**540**	1.0672	**576**			**0**			**0**	**576**	576
NB	L	84	0.99	**83**	1.1577	**96**			**0**		1.68%	**2**	**98**	96 + (2) = 98
	T	242	0.99	**240**	1.1577	**278**			**0**		21.40%	**28**	**306**	278 + (28) = 306
	R	116	0.99	**115**	1.1577	**133**			**0**		20.67%	**27**	**160**	133 + (27) = 160
SB	L	411	0.99	**407**	1.1549	**470**			**0**			**0**	**470**	470
	T	194	0.99	**192**	1.1549	**222**			**0**	21.40%		**39**	**261**	222 + (39) = 261
	R	212	0.99	**210**	1.1549	**243**			**0**			**0**	**243**	243

Growth Factor= 1.00 at minor streets

Appendix H

(Existing Traffic Conditions – Synchro Printouts)

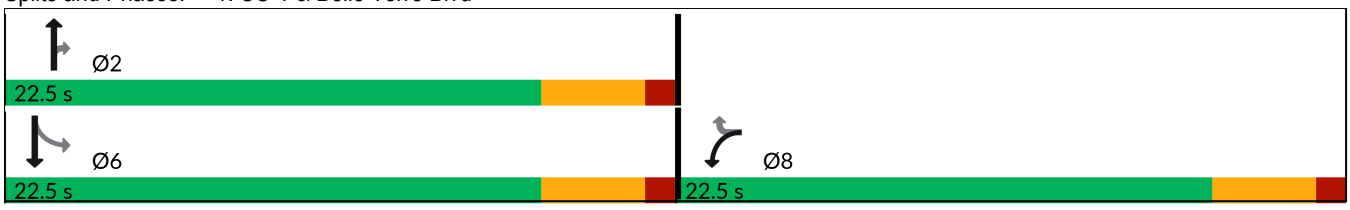


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	188	90	589	82	50	526
Future Volume (vph)	188	90	589	82	50	526
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.388	
Satd. Flow (perm)	1770	1583	3539	1583	723	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		99		99		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.86	0.91	0.85	0.83	0.70	0.87
Adj. Flow (vph)	219	99	693	99	71	605
Shared Lane Traffic (%)						
Lane Group Flow (vph)	219	99	693	99	71	605
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	9.8	9.8	22.0	22.0	22.0	22.0
Actuated g/C Ratio	0.26	0.26	0.58	0.58	0.58	0.58
v/c Ratio	0.48	0.20	0.34	0.10	0.17	0.29
Control Delay (s/veh)	15.1	4.2	6.7	2.4	7.7	6.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.1	4.2	6.7	2.4	7.7	6.4
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	11.7		6.1			6.6
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 37.7			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.48			
Intersection Signal Delay (s/veh): 7.3		Intersection LOS: A	
Intersection Capacity Utilization 42.1%		ICU Level of Service A	
Analysis Period (min) 15			

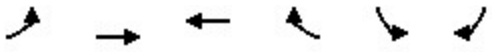
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	171	1	9	255	11	24
Future Volume (vph)	171	1	9	255	11	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999				0.908	
Flt Protected				0.998	0.984	
Satd. Flow (prot)	1861	0	0	1859	1664	0
Flt Permitted				0.998	0.984	
Satd. Flow (perm)	1861	0	0	1859	1664	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	186	1	10	277	12	26
Shared Lane Traffic (%)						
Lane Group Flow (vph)	187	0	0	287	38	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 30.7%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	8	187	264	5	2	3
Future Volume (vph)	8	187	264	5	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.919	
Flt Protected	0.950				0.980	
Satd. Flow (prot)	1770	1863	1863	1583	1678	0
Flt Permitted	0.950				0.980	
Satd. Flow (perm)	1770	1863	1863	1583	1678	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	9	203	287	5	2	3
Shared Lane Traffic (%)						
Lane Group Flow (vph)	9	203	287	5	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 23.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	71	51	149	41	38	196
Future Volume (vph)	71	51	149	41	38	196
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.944		0.971			
Flt Protected	0.972					0.992
Satd. Flow (prot)	1709	0	1809	0	0	1848
Flt Permitted	0.972					0.992
Satd. Flow (perm)	1709	0	1809	0	0	1848
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	77	55	162	45	41	213
Shared Lane Traffic (%)						
Lane Group Flow (vph)	132	0	207	0	0	254
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.8%		ICU Level of Service A	
Analysis Period (min) 15			

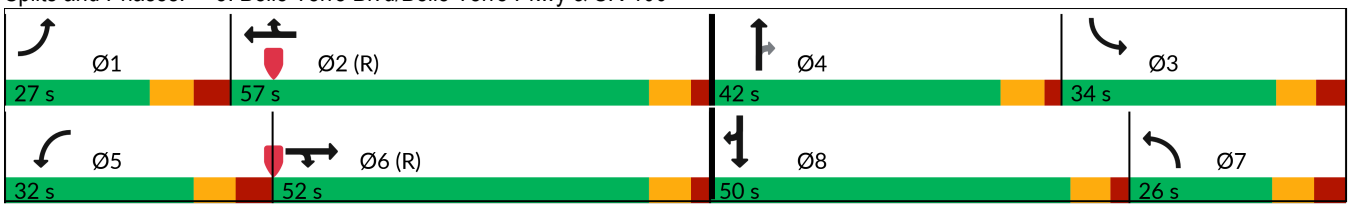
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	146	438	71	139	476	292	100	161	205	531	179	311
Future Volume (vph)	146	438	71	139	476	292	100	161	205	531	179	311
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			200			*156			274			353
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.70	0.75	0.82	0.93	0.91	0.78	0.79	0.91	0.68	0.82	0.90	0.88
Adj. Flow (vph)	209	584	87	149	523	374	127	177	301	648	199	353
Shared Lane Traffic (%)												
Lane Group Flow (vph)	209	584	87	149	523	374	127	177	301	648	199	353
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	custom	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	2	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	2	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	16.0	16.0	5.0	16.0	16.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	14.6	23.1	23.1	14.5	23.1	23.1	13.9	14.1	14.1	13.4	13.8	13.8
Total Split (s)	27.0	52.0	52.0	32.0	57.0	57.0	26.0	42.0	42.0	34.0	50.0	50.0
Total Split (%)	16.9%	32.5%	32.5%	20.0%	35.6%	35.6%	16.3%	26.3%	26.3%	21.3%	31.3%	31.3%
Maximum Green (s)	17.4	44.9	44.9	22.5	49.9	49.9	17.1	34.9	34.9	25.6	43.2	43.2
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	2.0	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	7.1	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min	C-Min	None	C-Min	C-Min	None	None	None	None	None	None
Act Effct Green (s)	14.7	46.5	46.5	18.1	49.8	49.8	39.9	20.7	20.7	42.6	23.2	23.2
Actuated g/C Ratio	0.09	0.29	0.29	0.11	0.31	0.31	0.25	0.13	0.13	0.27	0.15	0.15
v/c Ratio	0.66	0.57	0.14	0.75	0.48	0.62	0.29	0.74	0.68	0.71	0.74	0.66
Control Delay (s/veh)	80.5	51.5	0.5	90.3	46.6	32.1	52.8	84.4	17.5	59.0	81.0	11.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	80.5	51.5	0.5	90.3	46.6	32.1	52.8	84.4	17.5	59.0	81.0	11.7
LOS	F	D	A	F	D	C	D	F	B	E	F	B
Approach Delay (s/veh)		53.3			47.7			44.5			48.7	
Approach LOS		D			D			D			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 0 (0%), Referenced to phase 2:WBT and 6:EBT, Start of Green			
Natural Cycle: 90			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.75			
Intersection Signal Delay (s/veh): 48.8		Intersection LOS: D	
Intersection Capacity Utilization 70.1%		ICU Level of Service C	
Analysis Period (min) 15			

* User Entered Value

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



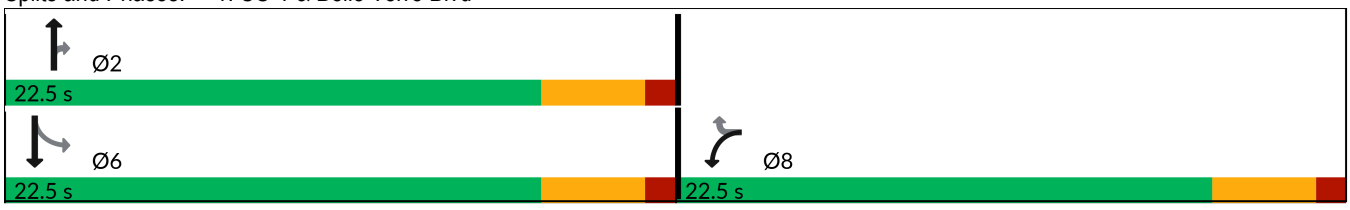


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	135	56	604	212	67	570
Future Volume (vph)	135	56	604	212	67	570
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.405	
Satd. Flow (perm)	1770	1583	3539	1583	754	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		68		226		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.89	0.82	0.93	0.94	0.71	0.94
Adj. Flow (vph)	152	68	649	226	94	606
Shared Lane Traffic (%)						
Lane Group Flow (vph)	152	68	649	226	94	606
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	8.5	8.5	23.5	23.5	23.5	23.5
Actuated g/C Ratio	0.22	0.22	0.62	0.62	0.62	0.62
v/c Ratio	0.38	0.17	0.30	0.21	0.20	0.28
Control Delay (s/veh)	14.7	4.8	5.6	1.8	7.0	5.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.7	4.8	5.6	1.8	7.0	5.5
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	11.6		4.6			5.7
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 38.1			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.38			
Intersection Signal Delay (s/veh): 5.9		Intersection LOS: A	
Intersection Capacity Utilization 39.6%		ICU Level of Service A	
Analysis Period (min) 15			

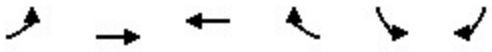
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	270	12	27	213	7	25
Future Volume (vph)	270	12	27	213	7	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.994				0.896	
Flt Protected				0.994	0.989	
Satd. Flow (prot)	1852	0	0	1852	1651	0
Flt Permitted				0.994	0.989	
Satd. Flow (perm)	1852	0	0	1852	1651	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	293	13	29	232	8	27
Shared Lane Traffic (%)						
Lane Group Flow (vph)	306	0	0	261	35	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	41.0%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	295	231	2	7	8
Future Volume (vph)	0	295	231	2	7	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.929	
Flt Protected					0.977	
Satd. Flow (prot)	1863	1863	1863	1583	1691	0
Flt Permitted					0.977	
Satd. Flow (perm)	1863	1863	1863	1583	1691	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	321	251	2	8	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	321	251	2	17	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 25.5%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	38	43	248	56	62	195
Future Volume (vph)	38	43	248	56	62	195
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.928		0.975			
Flt Protected	0.977					0.988
Satd. Flow (prot)	1689	0	1816	0	0	1840
Flt Permitted	0.977					0.988
Satd. Flow (perm)	1689	0	1816	0	0	1840
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	41	47	270	61	67	212
Shared Lane Traffic (%)						
Lane Group Flow (vph)	88	0	331	0	0	279
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 44.9%		ICU Level of Service A	
Analysis Period (min) 15			

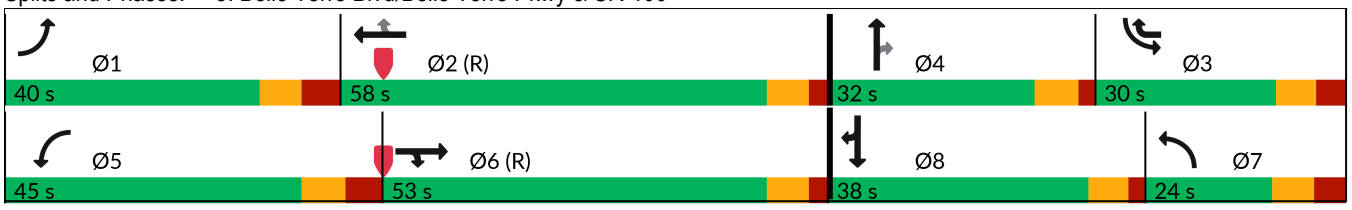
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	312	567	113	276	535	540	83	240	115	407	192	210
Future Volume (vph)	312	567	113	276	535	540	83	240	115	407	192	210
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			154			*270			154			239
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.90	0.91	0.84	0.95	0.81	0.90	0.89	0.94	0.82	0.85	0.88
Adj. Flow (vph)	339	630	124	329	563	667	92	270	122	496	226	239
Shared Lane Traffic (%)												
Lane Group Flow (vph)	339	630	124	329	563	667	92	270	122	496	226	239
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	16.0	16.0	5.0	16.0	5.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	14.6	23.1	23.1	14.5	23.1	13.4	13.9	14.1	14.1	13.4	13.8	13.8
Total Split (s)	40.0	53.0	53.0	45.0	58.0	30.0	24.0	32.0	32.0	30.0	38.0	38.0
Total Split (%)	25.0%	33.1%	33.1%	28.1%	36.3%	18.8%	15.0%	20.0%	20.0%	18.8%	23.8%	23.8%
Maximum Green (s)	30.4	45.9	45.9	35.5	50.9	21.6	15.1	24.9	24.9	21.6	31.2	31.2
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min	C-Min	None	C-Min	None	None	None	None	None	None	None
Act Effct Green (s)	21.1	38.8	38.8	32.9	50.5	76.8	31.3	28.6	28.6	27.6	24.7	24.7
Actuated g/C Ratio	0.13	0.24	0.24	0.21	0.32	0.48	0.20	0.18	0.18	0.17	0.15	0.15
v/c Ratio	0.75	0.73	0.25	0.91	0.50	0.74	0.27	0.81	0.30	0.84	0.79	0.54
Control Delay (s/veh)	77.4	61.8	3.9	90.1	46.5	17.2	60.8	81.6	5.1	76.6	83.5	10.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	77.4	61.8	3.9	90.1	46.5	17.2	60.8	81.6	5.1	76.6	83.5	10.6
LOS	E	E	A	F	D	B	E	F	A	E	F	B
Approach Delay (s/veh)		60.1			43.2			58.4			61.8	
Approach LOS		E			D			E			E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 0 (0%), Referenced to phase 2:WBT and 6:EBT, Start of Green			
Natural Cycle: 100			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.91			
Intersection Signal Delay (s/veh): 53.8		Intersection LOS: D	
Intersection Capacity Utilization 78.6%		ICU Level of Service D	
Analysis Period (min) 15			

* User Entered Value

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



Appendix I

(Growth Rate Calculations and Corresponding AADT Sheets)

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0101 - ON SR-5 (US-1), 1.05 MI. S OF SR-11 (RCLP)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	13400 S	N 6700	S 6700	9.00	56.40	13.90
2023	13000 F	N 6500	S 6500	9.00	58.90	13.90
2022	12400 C	N 6200	S 6200	9.00	58.70	13.90
2021	11600 S	N 5800	S 5800	9.00	58.50	10.70
2020	11600 F	N 5800	S 5800	9.00	60.10	10.70
2019	11800 C	N 5900	S 5900	9.00	60.70	10.70
2018	12100 C	N 6100	S 6000	9.00	59.70	12.00
2017	11400 C	N 5700	S 5700	9.00	59.80	10.10
2016	10800 C	N 5300	S 5500	9.00	60.00	10.00
2015	11000 C	N 5700	S 5300	9.00	60.00	10.70
2014	9700 C	N 4900	S 4800	9.00	62.50	9.60
2013	9700 C	N 4900	S 4800	9.00	60.70	7.70
2012	9600 C	N 4900	S 4700	9.00	60.90	9.10
2011	10200 C	N 5100	S 5100	9.00	61.50	9.30
2010	10000 F	N 5200	S 4800	9.79	57.48	10.00
2009	10400 C	N 5400	S 5000	10.15	58.20	10.00

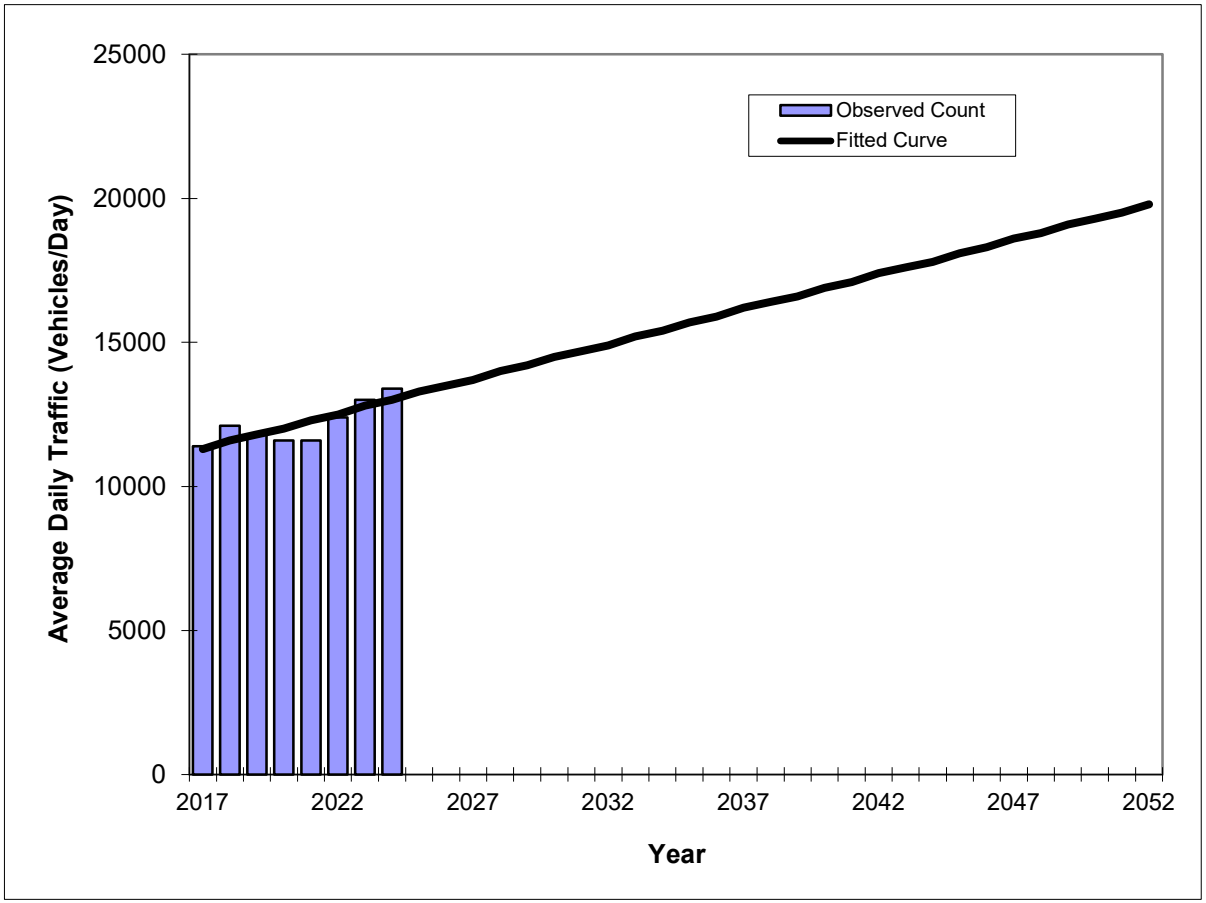
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

US-1/SR-5 -- S of SR-100

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0101
Highway:	US-1/SR-5



Year	Traffic (ADT/AADT) Count*	Trend**
2017	11400	11300
2018	12100	11600
2019	11800	11800
2020	11600	12000
2021	11600	12300
2022	12400	12500
2023	13000	12800
2024	13400	13000
2032 Opening Year Trend		
2032	N/A	14900
2033 Mid-Year Trend		
2033	N/A	15200
2043 Design Year Trend		
2043	N/A	17600
TRANPLAN Forecasts/Trends		
2032	0	14900
2042	0	17400
2052	0	19800

**** Annual Trend Increase:**	242
Trend R-squared:	67.41%
Trend Annual Historic Growth Rate:	2.21%
Trend Growth Rate (2024 to Design Year):	1.70%
Printed:	27-Apr-26

Straight Line Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0054 - ON SR-100, 1.94 MI. NE OF SR-5 (RV)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	16600 S	E 8400	W 8200	9.00	56.40	6.10
2023	16200 F	E 8200	W 8000	9.00	58.90	5.80
2022	15400 C	E 7800	W 7600	9.00	58.70	10.40
2021	12400 S	E 6400	W 6000	9.00	58.50	5.00
2020	12400 F	E 6400	W 6000	9.00	60.10	4.70
2019	12600 C	E 6500	W 6100	9.00	60.70	13.30
2018	15000 C	E 7600	W 7400	9.00	59.70	12.30
2017	15700 F	E 8000	W 7700	9.00	59.80	10.90
2016	15100 C	E 7700	W 7400	9.00	60.00	11.80
2015	7000 C	E 3800	W 3200	9.00	60.00	8.70
2014	13900 C	E 7100	W 6800	9.00	62.50	9.50
2013	13700 C	E 6900	W 6800	9.00	60.70	11.00
2012	13800 C	E 7000	W 6800	9.00	60.90	10.20
2011	13000 C	E 6600	W 6400	9.00	61.50	11.70
2010	13700 C	E 6900	W 6800	9.79	57.48	7.90
2009	12600 C	E 6300	W 6300	10.15	58.20	9.20

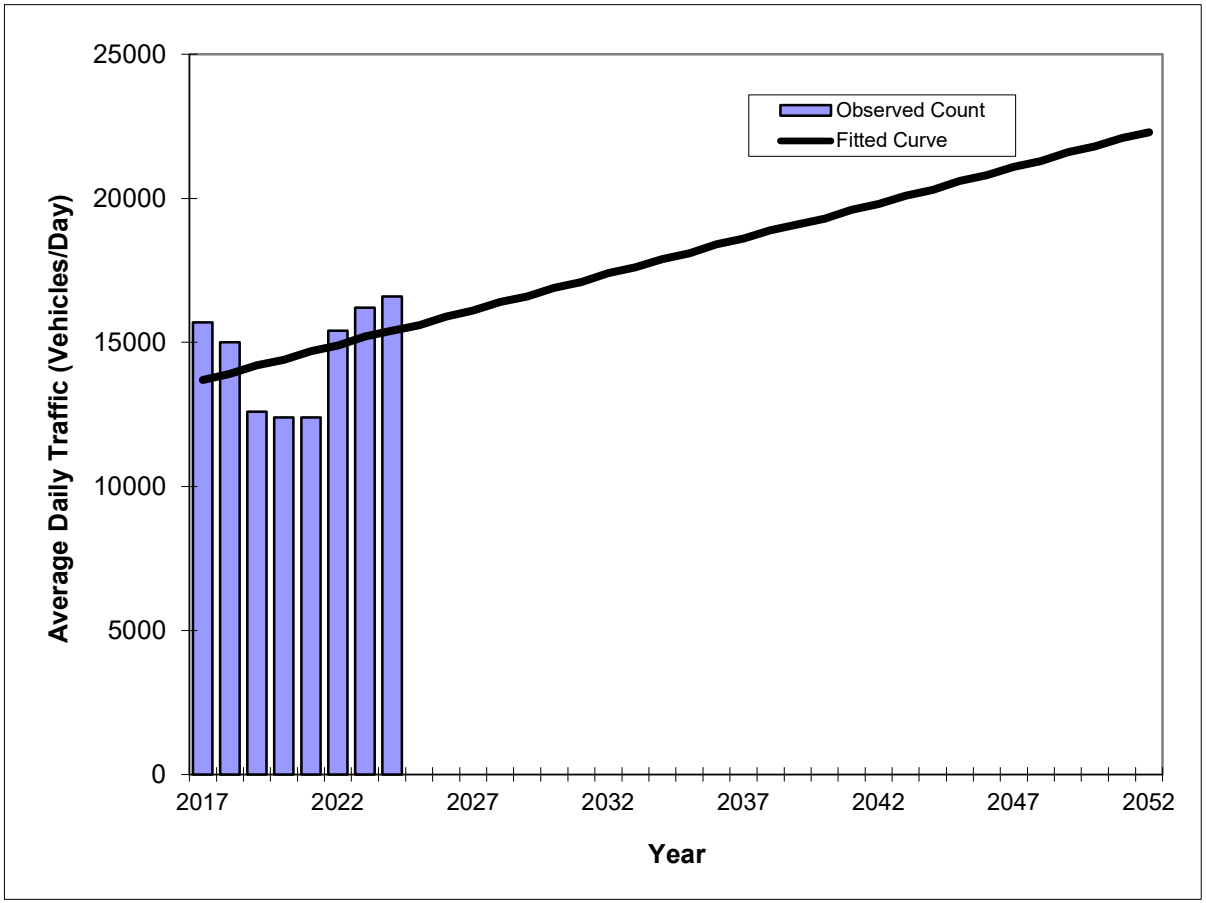
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR-100 -- W of Belle Terre Blvd

FIN#	0
Location	3

County:	Flagler (73)
Station #:	0054
Highway:	SR-100



Year	Traffic (ADT/AADT) Count*	Trend**
2017	15700	13700
2018	15000	13900
2019	12600	14200
2020	12400	14400
2021	12400	14700
2022	15400	14900
2023	16200	15200
2024	16600	15400
2032 Opening Year Trend		
2032	N/A	17400
2033 Mid-Year Trend		
2033	N/A	17600
2043 Design Year Trend		
2043	N/A	20100
TRANPLAN Forecasts/Trends		
2032	0	17400
2042	0	19800
2052	0	22300

*Axle-Adjusted

**** Annual Trend Increase:**	246
Trend R-squared:	11.48%
Trend Annual Historic Growth Rate:	1.73%
Trend Growth Rate (2024 to Design Year):	1.52%
Printed:	27-Apr-26

Straight Line Growth Option

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 73 - FLAGLER

SITE: 0002 - ON SR-100, 0.3 MI. E OF BELLE TERRE PKWY (UCLP)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2024	24000 F	E 13000	W 11000	9.00	56.40	15.00
2023	23000 C	E 12500	W 10500	9.00	58.90	15.00
2022	20300 S	E 10500	W 9800	9.00	58.70	5.60
2021	20200 F	E 10500	W 9700	9.00	58.50	5.60
2020	20100 C	E 10500	W 9600	9.00	60.10	5.60
2019	21500 F	E 11500	W 10000	9.00	60.70	7.90
2018	21500 C	E 11500	W 10000	9.00	59.70	7.90
2017	21400 C	E 11500	W 9900	9.00	59.80	5.10
2016	20100 C	E 10500	W 9600	9.00	60.00	5.70
2015	18900 C	E 10000	W 8900	9.00	60.00	7.80
2014	19600 C	E 10500	W 9100	9.00	62.50	7.80
2013	18600 C	E 9700	W 8900	9.00	60.70	7.30
2012	19100 C	E 9800	W 9300	9.00	60.90	6.00
2011	19900 C	E 10500	W 9400	9.00	61.50	6.70
2010	20200 C	E 10500	W 9700	9.79	57.48	6.60
2009	20300 C	E 11000	W 9300	10.15	58.20	5.40

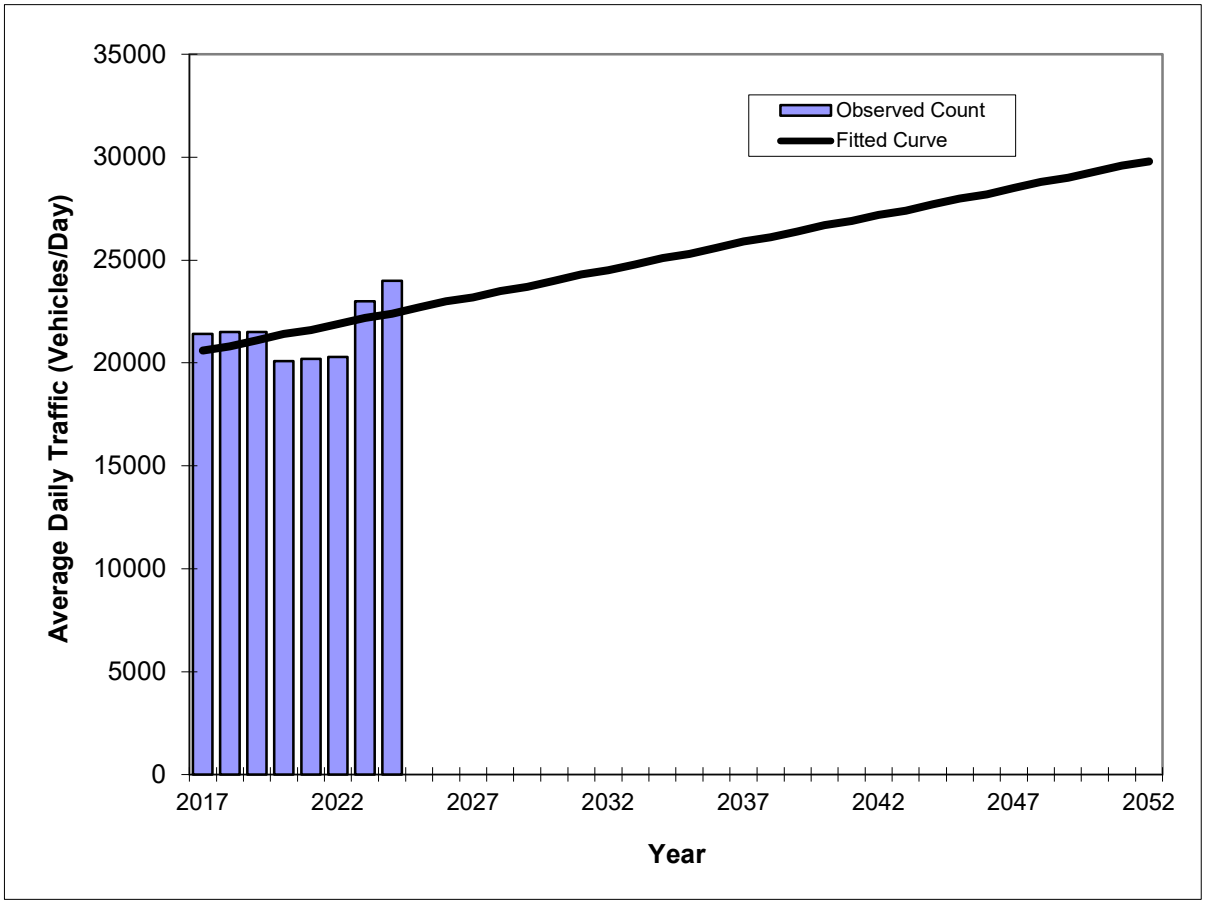
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

SR-100 -- E of Belle Terre Blvd

FIN#	0
Location	3

County:	Flagler (73)
Station #:	0002
Highway:	SR-100



Year	Traffic (ADT/AADT) Count*	Trend**
2017	21400	20600
2018	21500	20800
2019	21500	21100
2020	20100	21400
2021	20200	21600
2022	20300	21900
2023	23000	22200
2024	24000	22400
2032 Opening Year Trend		
2032	N/A	24500
2033 Mid-Year Trend		
2033	N/A	24800
2043 Design Year Trend		
2043	N/A	27400
TRANPLAN Forecasts/Trends		
2032	0	24500
2042	0	27200
2052	0	29800

*Axle-Adjusted

**** Annual Trend Increase:**	264
Trend R-squared:	21.57%
Trend Annual Historic Growth Rate:	1.27%
Trend Growth Rate (2024 to Design Year):	1.09%
Printed:	27-Apr-26

Straight Line Growth Option

Transportation Facility Status Report

Citywide Traffic Counts Fall 2023 - December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Belle Terre Pkwy																							
1200 Belle Terre Pkwy	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	D	C	C
1205 Belle Terre Pkwy	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210 Belle Terre Pkwy	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215 Belle Terre Pkwy	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
		Segment Length:		3.90																				
1220 Belle Terre Pkwy	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	22,150	0.0878	1,945	271	2,216	*	**	3,420	3,580	***	D	C	C
1225 Belle Terre Pkwy	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								21,694	0.0826	1,792	363	2,155							C	C
1230 Belle Terre Pkwy	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
		Segment Length:		0.62																				
1240 Belle Terre Pkwy	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	D	C	C
1245 Belle Terre Pkwy	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250 Belle Terre Pkwy	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252 Belle Terre Pkwy	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254 Belle Terre Pkwy	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260 Belle Terre Pkwy	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
		Segment Length:		5.06																				
	Belle Terre Blvd																							
1263 Belle Terre Blvd	SR 100 to Zebulas Trl	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	D	C	C
1265 Belle Terre Blvd	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270 Belle Terre Blvd	Zaun Trail to Citation Pkwy			1.37								5,297	0.0967	512	167	679							B	B
1275 Belle Terre Blvd	Citation Pkwy to US 1			1.31								4,301	0.106	456	184	640							B	B
		Segment Length:		3.73																				

Transportation Facility Status Report

Published ??? 2026

Citywide Traffic Counts Fall 2023 / Vested trips through December 31, 2023

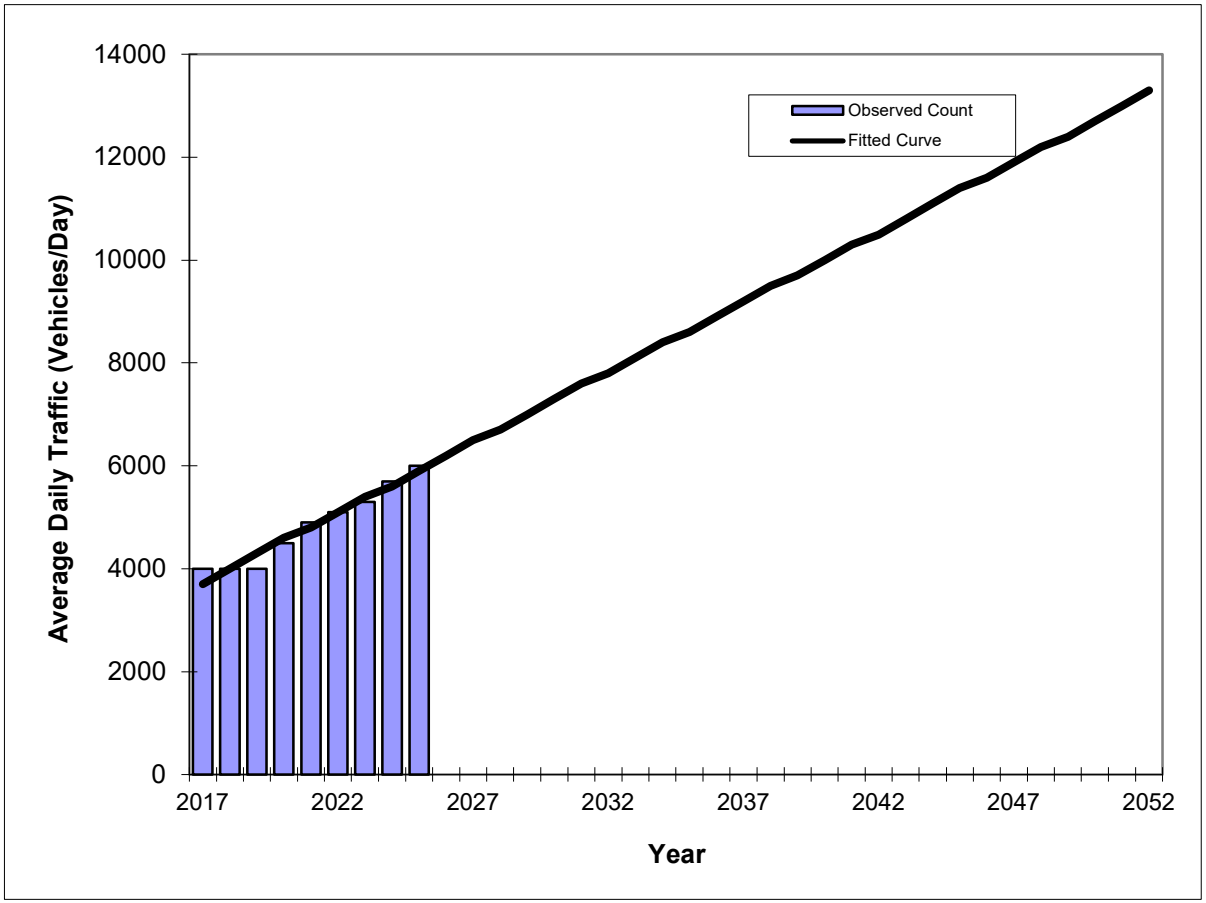
Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2025 AADT
	Belle Terre Parkway											
1200	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	8,819
1205	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								17,123
1210	Pine Lakes Parkway (North) to Bellaire Drive			0.85								17,530
1215	Bellaire Drive to Palm Coast Parkway(WB)			0.48								19,511
		Segment Length:		3.90								
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	28,764
1225	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								22,605
1230	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								38,203
		Segment Length:		0.62								
1240	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	29,624
1245	Parkview Drive to White View Parkway			1.02								26,038
1250	White View Parkway to Rymfire Drive			0.92								26,705
1252	Rymfire Drive to Royal Palms Parkway			0.53								31,551
1254	Royal Palms Parkway to East Hampton Boulevard			0.52								28,770
1260	East Hampton Boulevard to SR 100			1.04								27,655
		Segment Length:		5.06								
	Belle Terre Blvd.											
1263	SR 100 to Zebulas Trail	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,846
1265	Zebulas Trail to Zaun Trail			0.84								8,268
1270	Zaun Trail to Citation Parkway			1.37								6,044
1275	Citation Parkway to US 1			1.31								5,032
		Segment Length:		3.73								

Traffic Trends - V03.a

BELLE TERRE BLVD -- Zaun Trail to Citation Parkway

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2017	4000	3700
2018	4000	4000
2019	4000	4300
2020	4500	4600
2021	4900	4800
2022	5100	5100
2023	5300	5400
2024	5700	5600
2025	6000	5900
2032 Opening Year Trend		
2032	N/A	7800
2033 Mid-Year Trend		
2033	N/A	8100
2043 Design Year Trend		
2043	N/A	10800
TRANPLAN Forecasts/Trends		
2032	0	7800
2042	0	10500
2052	0	13300

*Axle-Adjusted

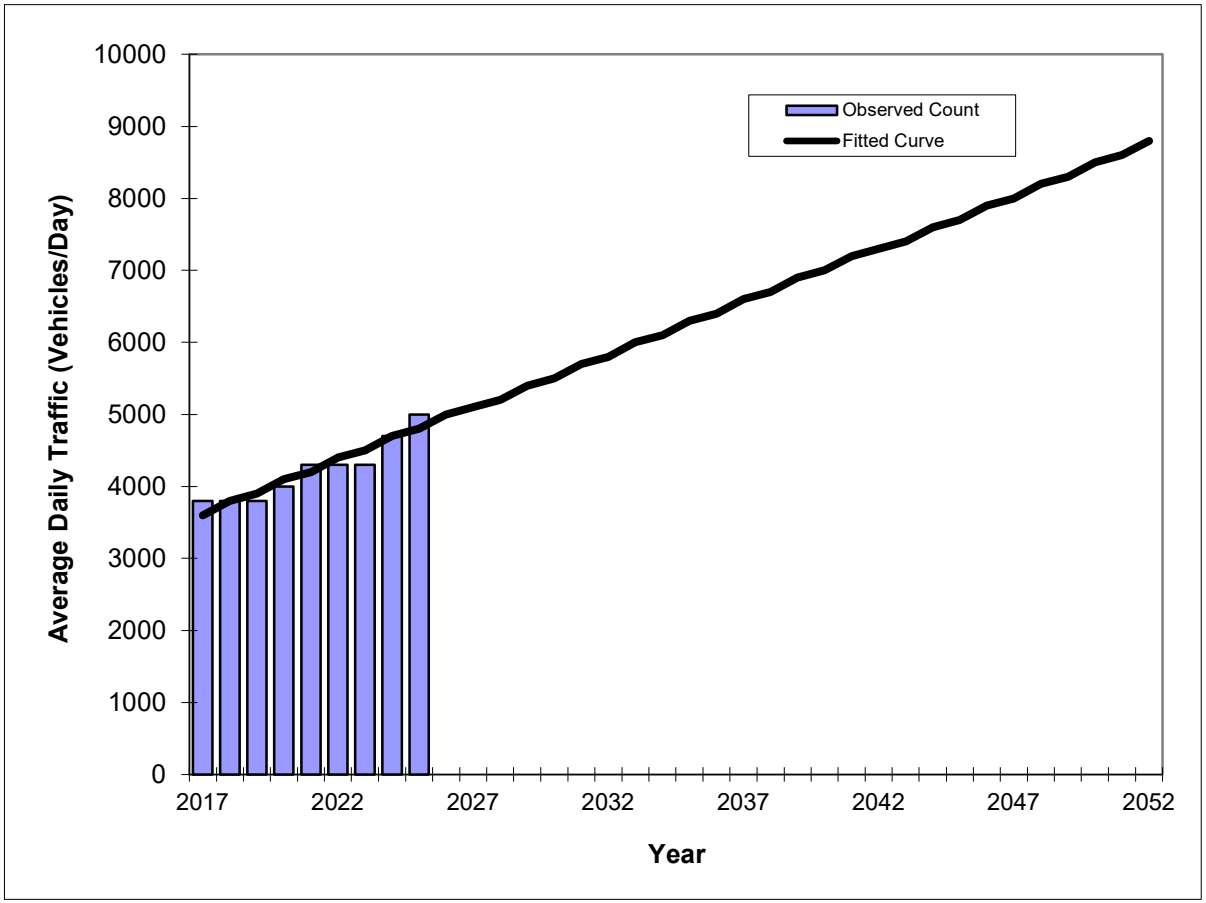
** Annual Trend Increase:	272
Trend R-squared:	96.26%
Trend Annual Historic Growth Rate:	7.51%
Trend Growth Rate (2025 to Design Year):	4.12%
Printed:	27-Apr-26
Straight Line Growth Option	

Traffic Trends - V03.a

BELLE TERRE BLVD -- Citation Parkway to US 1

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2017	3800	3600
2018	3800	3800
2019	3800	3900
2020	4000	4100
2021	4300	4200
2022	4300	4400
2023	4300	4500
2024	4700	4700
2025	5000	4800
2032 Opening Year Trend		
2032	N/A	5800
2033 Mid-Year Trend		
2033	N/A	6000
2043 Design Year Trend		
2043	N/A	7400
TRANPLAN Forecasts/Trends		
2032	0	5800
2042	0	7300
2052	0	8800

*Axle-Adjusted

** Annual Trend Increase:	147
Trend R-squared:	89.91%
Trend Annual Historic Growth Rate:	4.32%
Trend Growth Rate (2025 to Design Year):	2.67%
Printed:	27-Apr-26

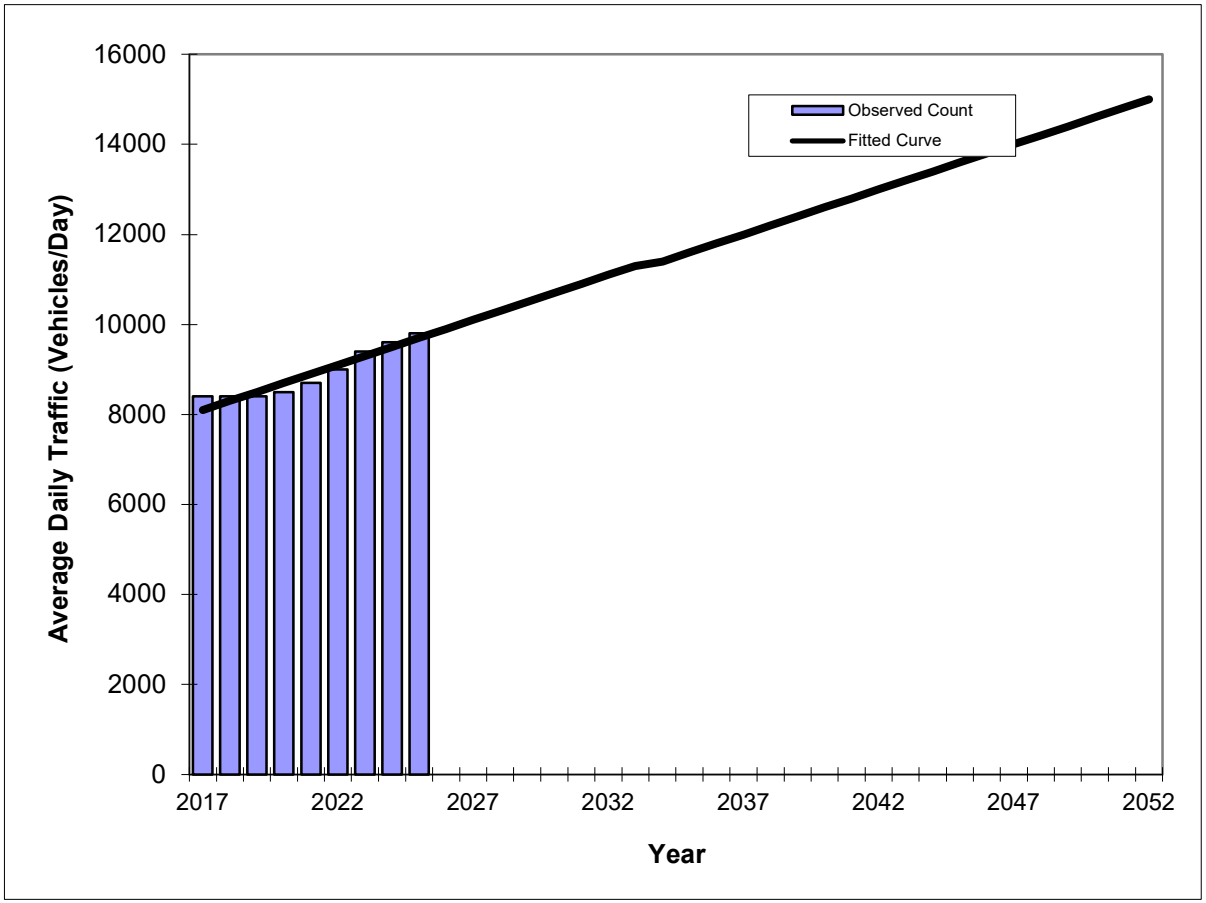
Straight Line Growth Option

Traffic Trends - V03.a

BELLE TERRE BLVD -- SR 100 to Zebulas Trail

FIN#	0
Location	1

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2017	8400	8100
2018	8400	8300
2019	8400	8500
2020	8500	8700
2021	8700	8900
2022	9000	9100
2023	9400	9300
2024	9600	9500
2025	9800	9700
2032 Opening Year Trend		
2032	N/A	11100
2033 Mid-Year Trend		
2033	N/A	11300
2043 Design Year Trend		
2043	N/A	13200
TRANPLAN Forecasts/Trends		
2032	0	11100
2042	0	13000
2052	0	15000

*Axle-Adjusted

**** Annual Trend Increase:**	195
Trend R-squared:	90.94%
Trend Annual Historic Growth Rate:	2.47%
Trend Growth Rate (2025 to Design Year):	1.85%
Printed:	27-Apr-26

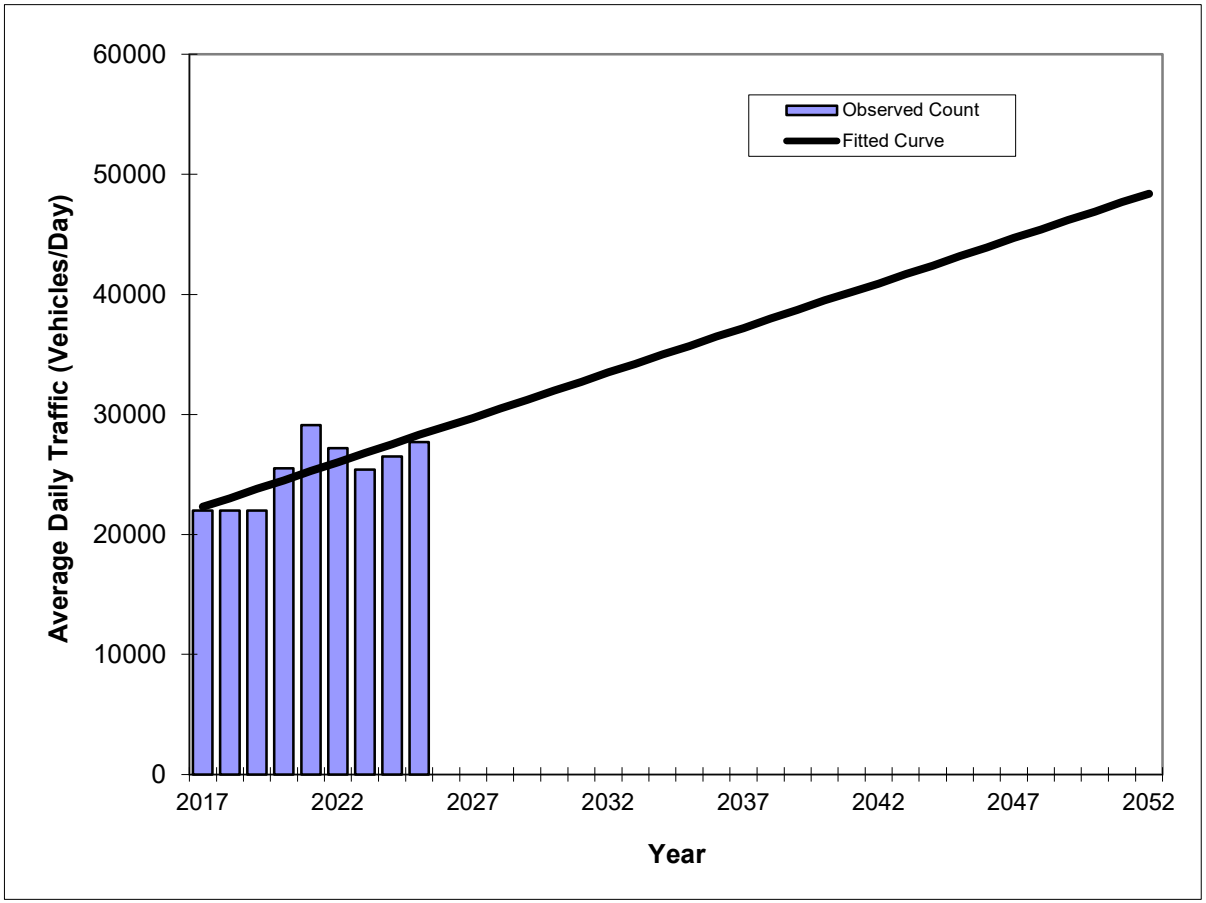
Straight Line Growth Option

Traffic Trends - V03.a

BELLE TERRE PKWY -- East Hampton Boulevard to SR 100

FIN#	0
Location	3

County:	Flagler (73)
Station #:	0
Highway:	BELLE TERRE PKWY



Year	Traffic (ADT/AADT) Count*	Trend**
2017	22000	22300
2018	22000	23000
2019	22000	23800
2020	25500	24500
2021	29100	25300
2022	27200	26000
2023	25400	26800
2024	26500	27500
2025	27700	28300
2032 Opening Year Trend		
2032	N/A	33500
2033 Mid-Year Trend		
2033	N/A	34200
2043 Design Year Trend		
2043	N/A	41700
TRANPLAN Forecasts/Trends		
2032	0	33500
2042	0	40900
2052	0	48400

*Axle-Adjusted

** Annual Trend Increase:	747
Trend R-squared:	57.71%
Trend Annual Historic Growth Rate:	3.34%
Trend Growth Rate (2025 to Design Year):	2.43%
Printed:	27-Apr-26

Straight Line Growth Option

Appendix J

(Background Traffic Conditions – Synchro Printouts)

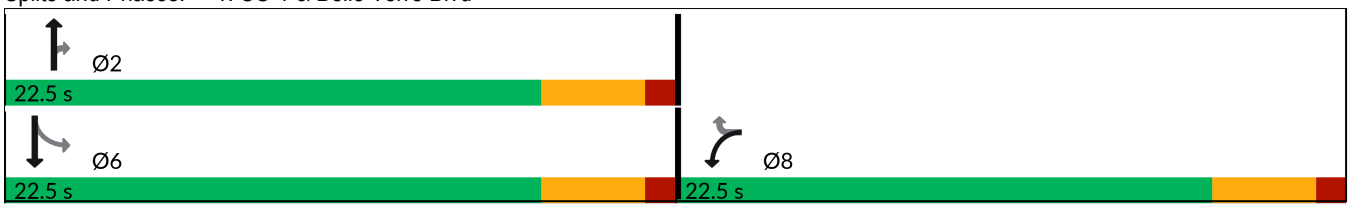


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	242	116	652	91	55	582
Future Volume (vph)	242	116	652	91	55	582
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.377	
Satd. Flow (perm)	1770	1583	3539	1583	702	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		104		99		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	263	126	709	99	60	633
Shared Lane Traffic (%)						
Lane Group Flow (vph)	263	126	709	99	60	633
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	10.8	10.8	22.1	22.1	22.1	22.1
Actuated g/C Ratio	0.28	0.28	0.57	0.57	0.57	0.57
v/c Ratio	0.53	0.24	0.35	0.10	0.15	0.31
Control Delay (s/veh)	15.6	5.0	7.3	2.5	8.2	7.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.6	5.0	7.3	2.5	8.2	7.1
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	12.2		6.7			7.2
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 38.6			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.53			
Intersection Signal Delay (s/veh): 8.0		Intersection LOS: A	
Intersection Capacity Utilization 46.8%		ICU Level of Service A	
Analysis Period (min) 15			

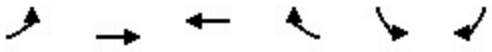
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	220	1	9	329	11	24
Future Volume (vph)	220	1	9	329	11	24
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.999				0.908	
Flt Protected				0.999	0.984	
Satd. Flow (prot)	1861	0	0	1861	1664	0
Flt Permitted				0.999	0.984	
Satd. Flow (perm)	1861	0	0	1861	1664	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	239	1	10	358	12	26
Shared Lane Traffic (%)						
Lane Group Flow (vph)	240	0	0	368	38	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 34.6%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	8	241	340	5	2	3
Future Volume (vph)	8	241	340	5	2	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.919	
Flt Protected	0.950				0.980	
Satd. Flow (prot)	1770	1863	1863	1583	1678	0
Flt Permitted	0.950				0.980	
Satd. Flow (perm)	1770	1863	1863	1583	1678	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	9	262	370	5	2	3
Shared Lane Traffic (%)						
Lane Group Flow (vph)	9	262	370	5	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 27.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	101	72	192	53	59	303
Future Volume (vph)	101	72	192	53	59	303
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.944		0.971			
Flt Protected	0.972					0.992
Satd. Flow (prot)	1709	0	1809	0	0	1848
Flt Permitted	0.972					0.992
Satd. Flow (perm)	1709	0	1809	0	0	1848
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	110	78	209	58	64	329
Shared Lane Traffic (%)						
Lane Group Flow (vph)	188	0	267	0	0	393
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

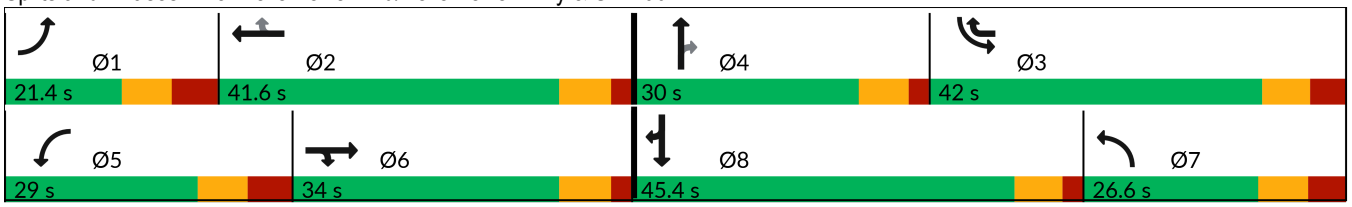
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.5%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	159	479	78	147	508	312	116	186	237	613	207	359
Future Volume (vph)	159	479	78	147	508	312	116	186	237	613	207	359
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			238			*156			238			356
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	173	521	85	160	552	339	126	202	258	666	225	390
Shared Lane Traffic (%)												
Lane Group Flow (vph)	173	521	85	160	552	339	126	202	258	666	225	390
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	21.4	34.0	34.0	29.0	41.6	42.0	26.6	30.0	30.0	42.0	45.4	45.4
Total Split (%)	15.9%	25.2%	25.2%	21.5%	30.8%	31.1%	19.7%	22.2%	22.2%	31.1%	33.6%	33.6%
Maximum Green (s)	11.8	26.9	26.9	19.5	34.5	33.6	17.7	22.9	22.9	33.6	38.6	38.6
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	10.6	22.3	22.3	15.4	27.0	53.4	24.7	17.7	17.7	27.8	20.5	20.5
Actuated g/C Ratio	0.09	0.19	0.19	0.13	0.23	0.46	0.21	0.15	0.15	0.24	0.18	0.18
v/c Ratio	0.55	0.77	0.17	0.68	0.67	0.42	0.34	0.71	0.58	0.81	0.69	0.68
Control Delay (s/veh)	61.2	54.4	0.8	66.5	45.9	7.0	44.9	63.8	13.9	51.8	57.6	13.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	61.2	54.4	0.8	66.5	45.9	7.0	44.9	63.8	13.9	51.8	57.6	13.4
LOS	E	D	A	E	D	A	D	E	B	D	E	B
Approach Delay (s/veh)		50.0			36.5			37.7			41.1	
Approach LOS		D			D			D			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 116.2			
Natural Cycle: 95			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.81			
Intersection Signal Delay (s/veh): 41.1		Intersection LOS: D	
Intersection Capacity Utilization 74.1%		ICU Level of Service D	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



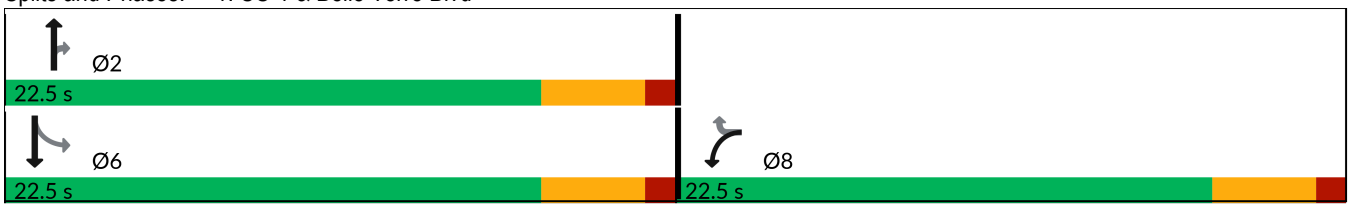


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	174	72	668	235	74	631
Future Volume (vph)	174	72	668	235	74	631
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.375	
Satd. Flow (perm)	1770	1583	3539	1583	699	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		78		255		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	189	78	726	255	80	686
Shared Lane Traffic (%)						
Lane Group Flow (vph)	189	78	726	255	80	686
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	9.2	9.2	22.7	22.7	22.7	22.7
Actuated g/C Ratio	0.24	0.24	0.60	0.60	0.60	0.60
v/c Ratio	0.44	0.18	0.34	0.24	0.19	0.32
Control Delay (s/veh)	14.9	4.4	6.3	1.9	7.6	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	14.9	4.4	6.3	1.9	7.6	6.2
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	11.9		5.2			6.3
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 37.8			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.44			
Intersection Signal Delay (s/veh): 6.5		Intersection LOS: A	
Intersection Capacity Utilization 43.5%		ICU Level of Service A	
Analysis Period (min) 15			

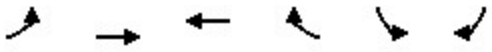
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	348	12	27	275	7	25
Future Volume (vph)	348	12	27	275	7	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)		0	0		0	0
Storage Lanes		0	0		1	0
Taper Length (ft)			25		25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.996				0.896	
Flt Protected				0.996	0.989	
Satd. Flow (prot)	1855	0	0	1855	1651	0
Flt Permitted				0.996	0.989	
Satd. Flow (perm)	1855	0	0	1855	1651	0
Link Speed (mph)	50			50	30	
Link Distance (ft)	1094			1500	670	
Travel Time (s)	14.9			20.5	15.2	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	378	13	29	299	8	27
Shared Lane Traffic (%)						
Lane Group Flow (vph)	391	0	0	328	35	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		9	15		15	9
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	46.9%	ICU Level of Service	A
Analysis Period (min)	15		



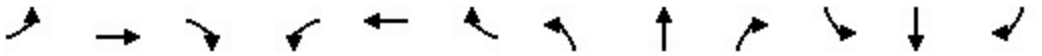
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	0	380	298	2	7	8
Future Volume (vph)	0	380	298	2	7	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.929	
Flt Protected					0.977	
Satd. Flow (prot)	1863	1863	1863	1583	1691	0
Flt Permitted					0.977	
Satd. Flow (perm)	1863	1863	1863	1583	1691	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	413	324	2	8	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	413	324	2	17	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 30.0%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	54	61	320	72	96	301
Future Volume (vph)	54	61	320	72	96	301
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.929		0.975			
Flt Protected	0.977					0.988
Satd. Flow (prot)	1691	0	1816	0	0	1840
Flt Permitted	0.977					0.988
Satd. Flow (perm)	1691	0	1816	0	0	1840
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	59	66	348	78	104	327
Shared Lane Traffic (%)						
Lane Group Flow (vph)	125	0	426	0	0	431
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.1%		ICU Level of Service B	
Analysis Period (min) 15			

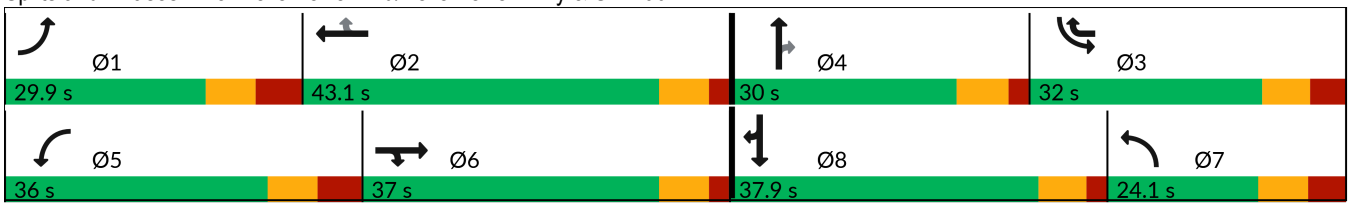


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	341	621	124	290	571	576	96	278	133	470	222	243
Future Volume (vph)	341	621	124	290	571	576	96	278	133	470	222	243
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			238			*291			238			264
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	371	675	135	315	621	626	104	302	145	511	241	264
Shared Lane Traffic (%)												
Lane Group Flow (vph)	371	675	135	315	621	626	104	302	145	511	241	264
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	29.9	37.0	37.0	36.0	43.1	32.0	24.1	30.0	30.0	32.0	37.9	37.9
Total Split (%)	22.1%	27.4%	27.4%	26.7%	31.9%	23.7%	17.9%	22.2%	22.2%	23.7%	28.1%	28.1%
Maximum Green (s)	20.3	29.9	29.9	26.5	36.0	23.6	15.2	22.9	22.9	23.6	31.1	31.1
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	18.3	28.3	28.3	25.4	35.3	56.7	22.6	22.7	22.7	22.7	22.6	22.6
Actuated g/C Ratio	0.14	0.22	0.22	0.19	0.27	0.43	0.17	0.17	0.17	0.17	0.17	0.17
v/c Ratio	0.78	0.89	0.26	0.92	0.65	0.74	0.34	0.94	0.31	0.86	0.75	0.54
Control Delay (s/veh)	66.9	64.6	1.2	84.8	46.7	13.9	54.8	91.1	1.7	68.5	66.6	9.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	66.9	64.6	1.2	84.8	46.7	13.9	54.8	91.1	1.7	68.5	66.6	9.3
LOS	E	E	A	F	D	B	D	F	A	E	E	A
Approach Delay (s/veh)		58.1			41.2			60.7			52.7	
Approach LOS		E			D			E			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 131.3			
Natural Cycle: 105			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.94			
Intersection Signal Delay (s/veh): 51.0		Intersection LOS: D	
Intersection Capacity Utilization 84.7%		ICU Level of Service E	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



Appendix K

(Phase 1 Volume Calculations and Synchro Printouts)

Magnolia Trace
Intersection Volumes AM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
AM Peak
Phase 1

SF	Years
0.99	6

Trip Generation	
Enter	Exit
19	53

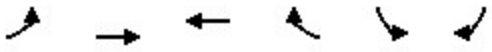
Pass-By		
Total	In	Out
0	0	0

Legend
Background + (Proj)= Total

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + (Proj)= Total
EB	L	8	0.99	**8**	1.0000	**8**			**0**	54.55%		**10**	**18**	8 + (10) = 18
	T	189	0.99	**187**	1.2889	**241**			**0**			**0**	**241**	241
WB	T	267	0.99	**264**	1.2889	**340**			**0**			**0**	**340**	340
	R	5	0.99	**5**	1.0000	**5**			**0**	45.45%		**9**	**14**	5 + (9) = 14
SB	L	2	0.99	**2**	1.0000	**2**			**0**		45.45%	**24**	**26**	2 + (24) = 26
	R	3	0.99	**3**	1.0000	**3**			**0**		54.55%	**29**	**32**	3 + (29) = 32

Growth Factor= 1.00 at minor streets



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	18	241	340	14	26	32
Future Volume (vph)	18	241	340	14	26	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.925	
Flt Protected	0.950				0.978	
Satd. Flow (prot)	1770	1863	1863	1583	1685	0
Flt Permitted	0.950				0.978	
Satd. Flow (perm)	1770	1863	1863	1583	1685	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		746	638		1324	
Travel Time (s)		10.2	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	20	262	370	15	28	35
Shared Lane Traffic (%)						
Lane Group Flow (vph)	20	262	370	15	63	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 28.0%		ICU Level of Service A	
Analysis Period (min) 15			

Magnolia Trace
Intersection Volumes PM
22-233-02

Segment	1275	1270	1263	1260	SR-100 (EB)	SR-100 (WB)	US-1	Citation
AGR	4.32%	7.51%	2.47%	2.43%	1.52%	1.09%	1.70%	5.92%
GR Factor	1.2889	1.5442	1.1577	1.1549	1.0947	1.0672	1.1064	1.417

Note: Citation uses the average of Belle Terre Blvd approaches

Period
PM Peak
Phase 1

SF	Years
0.99	6

Trip Generation	
Enter	Exit
59	36

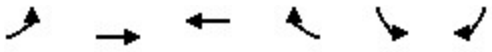
Pass-By		
Total	In	Out
0	0	0

Legend
Background + (Proj)= Total

Intersection: Belle Terre Blvd & Magnolia Trace Blvd (10/14/2025) # 3

Approach	Movement	Raw	FTO SF	Existing Adj	Growth Factor	Background	% PB Ent	% PB Ext	Pass-By	%Project In	%Project Out	Project Trips	Total	Background + (Proj)= Total
EB	L	0	0.99	**0**	1.0000	**0**			**0**	54.55%		**32**	**32**	(32) = 32
	T	298	0.99	**295**	1.2889	**380**			**0**			**0**	**380**	380
WB	T	233	0.99	**231**	1.2889	**298**			**0**			**0**	**298**	298
	R	2	0.99	**2**	1.0000	**2**			**0**	45.45%		**27**	**29**	2 + (27) = 29
SB	L	7	0.99	**7**	1.0000	**7**			**0**		45.45%	**16**	**23**	7 + (16) = 23
	R	8	0.99	**8**	1.0000	**8**			**0**		54.55%	**20**	**28**	8 + (20) = 28

Growth Factor= 1.00 at minor streets



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	32	380	298	29	23	28
Future Volume (vph)	32	380	298	29	23	28
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.926	
Flt Protected	0.950				0.978	
Satd. Flow (prot)	1770	1863	1863	1583	1687	0
Flt Permitted	0.950				0.978	
Satd. Flow (perm)	1770	1863	1863	1583	1687	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		746	638		1324	
Travel Time (s)		10.2	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	35	413	324	32	25	30
Shared Lane Traffic (%)						
Lane Group Flow (vph)	35	413	324	32	55	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 32.4%		ICU Level of Service A	
Analysis Period (min) 15			

Appendix L

(Total Buildout Traffic Conditions – Synchro Printouts)

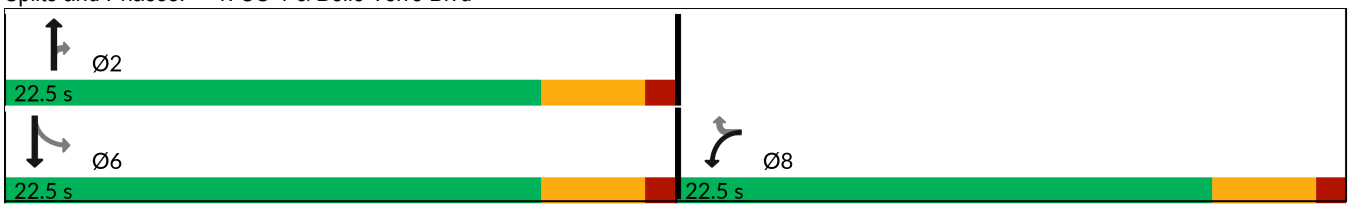


Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	320	133	652	136	65	582
Future Volume (vph)	320	133	652	136	65	582
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.358	
Satd. Flow (perm)	1770	1583	3539	1583	667	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		104		148		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	348	145	709	148	71	633
Shared Lane Traffic (%)						
Lane Group Flow (vph)	348	145	709	148	71	633
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	12.8	12.8	19.2	19.2	19.2	19.2
Actuated g/C Ratio	0.31	0.31	0.47	0.47	0.47	0.47
v/c Ratio	0.63	0.26	0.43	0.18	0.23	0.38
Control Delay (s/veh)	17.2	5.2	9.1	2.8	10.5	8.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	17.2	5.2	9.1	2.8	10.5	8.8
LOS	B	A	A	A	B	A
Approach Delay (s/veh)	13.6		8.0			9.0
Approach LOS	B		A			A

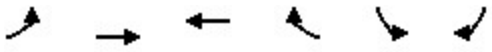
Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 41.1			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.63			
Intersection Signal Delay (s/veh): 9.7		Intersection LOS: A	
Intersection Capacity Utilization 51.2%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 & Belle Terre Blvd



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	62	215	1	9	324	43	11	0	24	72	0	105
Future Volume (vph)	62	215	1	9	324	43	11	0	24	72	0	105
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	0		100	0		0	0		0
Storage Lanes	1		0	0		1	0		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.999				0.850		0.908			0.850	
Flt Protected	0.950				0.999			0.984		0.950		
Satd. Flow (prot)	1770	1861	0	0	1861	1583	0	1664	0	1770	1583	0
Flt Permitted	0.950				0.999			0.984		0.950		
Satd. Flow (perm)	1770	1861	0	0	1861	1583	0	1664	0	1770	1583	0
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1094			1500			670			1099	
Travel Time (s)		14.9			20.5			15.2			25.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	67	234	1	10	352	47	12	0	26	78	0	114
Shared Lane Traffic (%)												
Lane Group Flow (vph)	67	235	0	0	362	47	0	38	0	78	114	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 49.4%		ICU Level of Service A	
Analysis Period (min) 15			



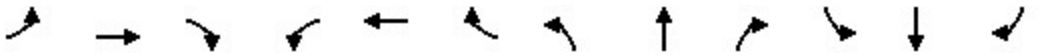
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	16	300	370	22	27	11
Future Volume (vph)	16	300	370	22	27	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.960	
Flt Protected	0.950				0.966	
Satd. Flow (prot)	1770	1863	1863	1583	1727	0
Flt Permitted	0.950				0.966	
Satd. Flow (perm)	1770	1863	1863	1583	1727	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	17	326	402	24	29	12
Shared Lane Traffic (%)						
Lane Group Flow (vph)	17	326	402	24	41	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 29.5%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	103	72	271	57	59	348
Future Volume (vph)	103	72	271	57	59	348
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.945		0.977			
Flt Protected	0.971					0.993
Satd. Flow (prot)	1709	0	1820	0	0	1850
Flt Permitted	0.971					0.993
Satd. Flow (perm)	1709	0	1820	0	0	1850
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	112	78	295	62	64	378
Shared Lane Traffic (%)						
Lane Group Flow (vph)	190	0	357	0	0	442
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.4%		ICU Level of Service B	
Analysis Period (min) 15			

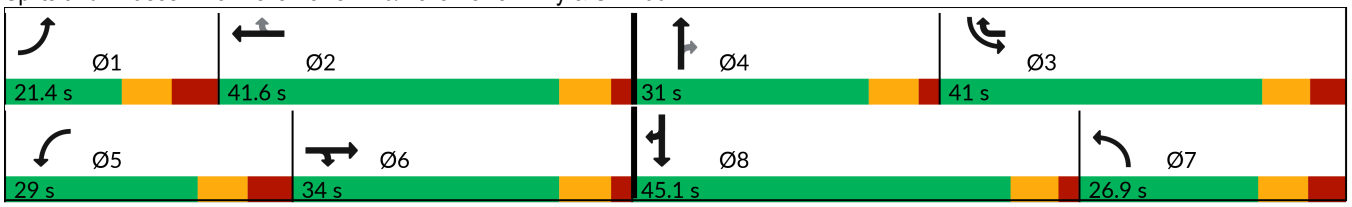


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	159	479	80	168	508	312	119	225	275	613	229	359
Future Volume (vph)	159	479	80	168	508	312	119	225	275	613	229	359
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			238			*156			238			354
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	173	521	87	183	552	339	129	245	299	666	249	390
Shared Lane Traffic (%)												
Lane Group Flow (vph)	173	521	87	183	552	339	129	245	299	666	249	390
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	custom	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	custom
Protected Phases	1	6	6	5	2	3	7	4		3	8	8
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	21.4	34.0	34.0	29.0	41.6	41.0	26.9	31.0	31.0	41.0	45.1	45.1
Total Split (%)	15.9%	25.2%	25.2%	21.5%	30.8%	30.4%	19.9%	23.0%	23.0%	30.4%	33.4%	33.4%
Maximum Green (s)	11.8	26.9	26.9	19.5	34.5	32.6	18.0	23.9	23.9	32.6	38.3	38.3
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	10.7	22.7	22.7	16.7	28.6	55.4	25.6	20.2	20.2	28.1	22.5	22.5
Actuated g/C Ratio	0.09	0.19	0.19	0.14	0.24	0.46	0.21	0.17	0.17	0.23	0.19	0.19
v/c Ratio	0.57	0.78	0.18	0.75	0.66	0.42	0.34	0.79	0.65	0.83	0.72	0.67
Control Delay (s/veh)	63.5	56.8	0.8	71.6	46.4	7.2	46.7	68.4	18.9	55.1	59.2	13.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	63.5	56.8	0.8	71.6	46.4	7.2	46.7	68.4	18.9	55.1	59.2	13.0
LOS	E	E	A	E	D	A	D	E	B	E	E	B
Approach Delay (s/veh)		52.1			38.3			42.3			43.3	
Approach LOS		D			D			D			D	

Intersection Summary			
Area Type:	Other		
Cycle Length: 135			
Actuated Cycle Length: 120.5			
Natural Cycle: 95			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.83			
Intersection Signal Delay (s/veh): 43.5		Intersection LOS: D	
Intersection Capacity Utilization 77.3%		ICU Level of Service D	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



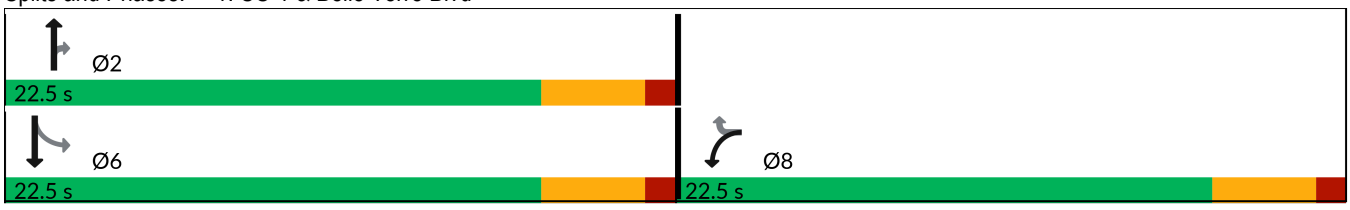


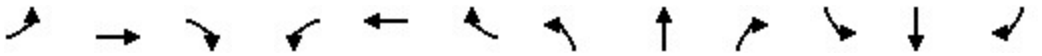
Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	230	84	668	314	91	631
Future Volume (vph)	230	84	668	314	91	631
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	470		370	500	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	0.95	1.00	1.00	0.95
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.369	
Satd. Flow (perm)	1770	1583	3539	1583	687	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		91		341		
Link Speed (mph)	50		60			60
Link Distance (ft)	1678		985			1023
Travel Time (s)	22.9		11.2			11.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	250	91	726	341	99	686
Shared Lane Traffic (%)						
Lane Group Flow (vph)	250	91	726	341	99	686
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Number of Detectors	1	1	2	1	1	2
Detector Template	Left	Right	Thru	Right	Left	Thru
Leading Detector (ft)	20	20	100	20	20	100
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	20	6	20	20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)			94			94
Detector 2 Size(ft)			6			6
Detector 2 Type			Cl+Ex			Cl+Ex
Detector 2 Channel						
Detector 2 Extend (s)			0.0			0.0
Turn Type	Prot	Perm	NA	Perm	Perm	NA
Protected Phases	8		2			6
Permitted Phases		8		2	6	

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Detector Phase	8	8	2	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Maximum Green (s)	18.0	18.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag						
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	Max	Max	Max	Max
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0
Act Effct Green (s)	10.5	10.5	22.0	22.0	22.0	22.0
Actuated g/C Ratio	0.27	0.27	0.57	0.57	0.57	0.57
v/c Ratio	0.52	0.18	0.36	0.32	0.25	0.34
Control Delay (s/veh)	15.4	4.0	7.2	2.2	9.4	7.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	15.4	4.0	7.2	2.2	9.4	7.1
LOS	B	A	A	A	A	A
Approach Delay (s/veh)	12.4		5.6			7.3
Approach LOS	B		A			A

Intersection Summary			
Area Type:	Other		
Cycle Length: 45			
Actuated Cycle Length: 38.3			
Natural Cycle: 45			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.52			
Intersection Signal Delay (s/veh): 7.3		Intersection LOS: A	
Intersection Capacity Utilization 47.5%		ICU Level of Service A	
Analysis Period (min) 15			

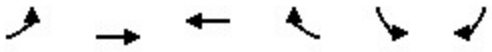
Splits and Phases: 1: US-1 & Belle Terre Blvd





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	106	342	12	27	269	73	7	0	25	54	0	77
Future Volume (vph)	106	342	12	27	269	73	7	0	25	54	0	77
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	0		100	0		0	0		0
Storage Lanes	1		0	0		1	0		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995				0.850		0.896			0.850	
Flt Protected	0.950				0.996			0.989		0.950		
Satd. Flow (prot)	1770	1853	0	0	1855	1583	0	1651	0	1770	1583	0
Flt Permitted	0.950				0.996			0.989		0.950		
Satd. Flow (perm)	1770	1853	0	0	1855	1583	0	1651	0	1770	1583	0
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1094			1500			670			1099	
Travel Time (s)		14.9			20.5			15.2			25.0	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	115	372	13	29	292	79	8	0	27	59	0	84
Shared Lane Traffic (%)												
Lane Group Flow (vph)	115	385	0	0	321	79	0	35	0	59	84	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 54.0%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	9	419	356	28	28	17
Future Volume (vph)	9	419	356	28	28	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500			350	0	0
Storage Lanes	1			1	1	0
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt				0.850	0.949	
Flt Protected	0.950				0.970	
Satd. Flow (prot)	1770	1863	1863	1583	1715	0
Flt Permitted	0.950				0.970	
Satd. Flow (perm)	1770	1863	1863	1583	1715	0
Link Speed (mph)		50	50		25	
Link Distance (ft)		1500	638		1324	
Travel Time (s)		20.5	8.7		36.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	10	455	387	30	30	18
Shared Lane Traffic (%)						
Lane Group Flow (vph)	10	455	387	30	48	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 32.1%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	58	61	377	75	96	381
Future Volume (vph)	58	61	377	75	96	381
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.931		0.977			
Flt Protected	0.976					0.990
Satd. Flow (prot)	1693	0	1820	0	0	1844
Flt Permitted	0.976					0.990
Satd. Flow (perm)	1693	0	1820	0	0	1844
Link Speed (mph)	30		50			50
Link Distance (ft)	1865		625			1004
Travel Time (s)	42.4		8.5			13.7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	63	66	410	82	104	414
Shared Lane Traffic (%)						
Lane Group Flow (vph)	129	0	492	0	0	518
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		0			0
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9		9	15	
Sign Control	Stop		Free			Free

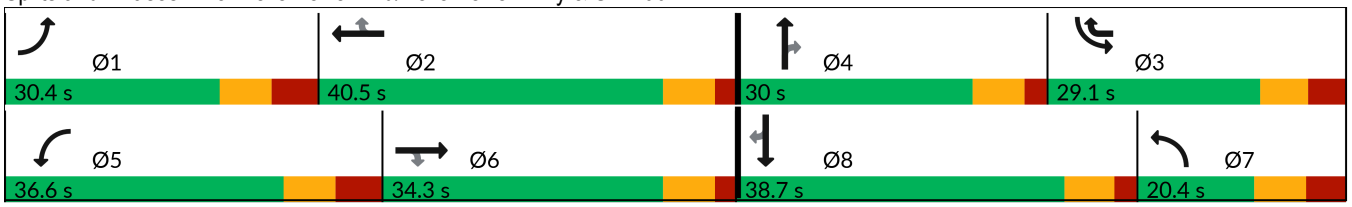
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 66.7%		ICU Level of Service C	
Analysis Period (min) 15			

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	341	621	127	328	571	576	98	306	160	470	261	243
Future Volume (vph)	341	621	127	328	571	576	98	306	160	470	261	243
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	500		530	530		530	330		230	350		0
Storage Lanes	2		1	1		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	0.95	1.00	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	3539	1583	1770	3539	1583	1770	1863	1583	3433	1863	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			247			*291			247			264
Link Speed (mph)		50			50			50			45	
Link Distance (ft)		1355			1417			1110			1491	
Travel Time (s)		18.5			19.3			15.1			22.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	371	675	138	357	621	626	107	333	174	511	284	264
Shared Lane Traffic (%)												
Lane Group Flow (vph)	371	675	138	357	621	626	107	333	174	511	284	264
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2	1	1	2	1	1	2	1	1	2	1
Detector Template	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100	20	20	100	20	20	100	20	20	100	20
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	20	20	6	20	20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	Prot	NA	Perm	Prot	NA	pm+ov	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	1	6		5	2	3	7	4		3	8	
Permitted Phases			6			2			4			8

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	1	6	6	5	2	3	7	4	4	3	8	8
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	14.6	26.0	26.0	14.5	26.0	13.7	13.9	26.0	26.0	13.7	26.0	26.0
Total Split (s)	30.4	34.3	34.3	36.6	40.5	29.1	20.4	30.0	30.0	29.1	38.7	38.7
Total Split (%)	23.4%	26.4%	26.4%	28.2%	31.2%	22.4%	15.7%	23.1%	23.1%	22.4%	29.8%	29.8%
Maximum Green (s)	20.8	27.2	27.2	27.1	33.4	20.7	11.5	22.9	22.9	20.7	31.9	31.9
Yellow Time (s)	5.1	5.1	5.1	5.1	5.1	4.8	5.1	5.1	5.1	4.8	4.8	4.8
All-Red Time (s)	4.5	2.0	2.0	4.4	2.0	3.6	3.8	2.0	2.0	3.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	9.6	7.1	7.1	9.5	7.1	8.4	8.9	7.1	7.1	8.4	6.8	6.8
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lag	Lead	Lead	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Min	Min	None	Min	None	None	None	None	None	None	None
Act Effct Green (s)	18.4	26.6	26.6	27.1	35.2	54.6	18.5	22.9	22.9	20.7	24.9	24.9
Actuated g/C Ratio	0.14	0.21	0.21	0.21	0.27	0.42	0.14	0.18	0.18	0.16	0.19	0.19
v/c Ratio	0.76	0.93	0.26	0.96	0.65	0.75	0.42	1.01	0.36	0.93	0.79	0.51
Control Delay (s/veh)	63.8	70.3	1.2	89.8	45.7	15.1	58.8	105.1	2.9	78.6	65.6	8.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	63.8	70.3	1.2	89.8	45.7	15.1	58.8	105.1	2.9	78.6	65.6	8.3
LOS	E	E	A	F	D	B	E	F	A	E	E	A
Approach Delay (s/veh)		60.2			43.6			68.1			57.6	
Approach LOS		E			D			E			E	

Intersection Summary			
Area Type:	Other		
Cycle Length: 130			
Actuated Cycle Length: 129.4			
Natural Cycle: 115			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 1.01			
Intersection Signal Delay (s/veh): 54.7		Intersection LOS: D	
Intersection Capacity Utilization 88.6%		ICU Level of Service E	
Analysis Period (min) 15			
* User Entered Value			

Splits and Phases: 5: Belle Terre Blvd/Belle Terre Pkwy & SR-100



Appendix M

(Signal Warrant Analysis)

Table M1

Magnolia Trace

Existing Traffic Counts

Date	BELLE TERRE BOULEVARD					BELLE TERRE BOULEVARD					KARAS TRAIL					FUTURE PROJECT DRIVEWAY				
10/14/2025	Eastbound					Westbound					Northbound					Southbound				
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
6:00 AM	0	0	86	0	0	0	0	134	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	130	1	0	0	6	259	0	0	0	9	0	21	0	0	0	0	0	0
8:00 AM	0	0	152	2	0	1	16	240	0	0	0	9	0	17	0	0	0	0	0	0
9:00 AM	0	0	120	0	0	0	0	164	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	144	0	0	0	0	154	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	163	0	0	0	0	147	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	178	0	0	0	0	191	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	148	0	0	0	0	160	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	173	0	0	0	0	192	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	258	0	0	0	0	216	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	245	8	0	0	22	139	0	0	0	9	0	16	0	0	0	0	0	0
5:00 PM	0	0	265	10	0	0	22	93	0	0	0	8	0	30	0	0	0	0	0	0
6:00 PM	0	0	178	0	0	0	0	71	0	0	0	0	0	0	0	0	0	0	0	0

Table M2

Magnolia Trace

Background Traffic (2031)

	BELLE TERRE BOULEVARD					BELLE TERRE BOULEVARD					KARAS TRAIL					FUTURE PROJECT DRIVEWAY				
	Eastbound					Westbound					Northbound					Southbound				
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
6:00 AM	0	0	164	0	0	0	0	164	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	159	1	0	0	6	317	0	0	0	9	0	21	0	0	0	0	0	0
8:00 AM	0	0	186	2	0	1	16	294	0	0	0	9	0	17	0	0	0	0	0	0
9:00 AM	0	0	201	0	0	0	0	201	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	189	0	0	0	0	189	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	180	0	0	0	0	180	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	218	0	0	0	0	234	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	181	0	0	0	0	196	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	212	0	0	0	0	235	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	316	0	0	0	0	264	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	300	8	0	0	22	170	0	0	0	9	0	16	0	0	0	0	0	0
5:00 PM	0	0	324	10	0	0	22	114	0	0	0	8	0	30	0	0	0	0	0	0
6:00 PM	0	0	218	0	0	0	0	87	0	0	0	0	0	0	0	0	0	0	0	0

GF	1.289

Table M3
Magnolia Trace
Development Schedule

Land Use	Ite Land Use Code	Quantity	Units	Buildout
Single-family Housing	210	135	DUs	2031
Multifamily Housing (Low Rise)	220	98	DUs	2031
Senior Adult Housing Single-Family	251	209	DUs	2031
Strip Retail Plaza <40KSF	822	35,000	SF	2031

Table M4
Magnolia Trace
Daily Trip Generation Estimates

Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Rate or Equation)	Net New External Trip Ends
Daily					
Single-family Housing	210	135	DUs	T = 8.07(X) + 265.45	1,262
Multifamily Housing (Low Rise)	220	98	DUs	T = 5.63(X) + 120.45	626
Senior Adult Housing Single-Family	251	209	DUs	Ln(T) = 0.80 Ln(X) + 2.71	1,005
Strip Retail Plaza <40KSF	822	35,000	SF	T = 42.20(X) + 229.68	922
Total					

Reference: ITE Trip Generation Manual, 12th Edition
ITE Trip Generation Handbook, 3rd Edition

Table M5
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	1,262	631	631

Single-family Housing - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0
7:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
8:00 AM	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0
9:00 AM	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	1	0
10:00 AM	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	4	0
11:00 AM	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	0	8	0
12:00 PM	0	7	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	20	0
1:00 PM	0	14	0	0	0	0	0	0	9	0	0	0	0	0	0	0	9	0	32	0
2:00 PM	0	15	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	27	0
3:00 PM	0	14	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	21	0
4:00 PM	0	15	0	0	0	0	0	0	10	0	0	0	0	0	0	0	10	0	20	0
5:00 PM	0	17	0	0	0	0	0	0	11	0	0	0	0	0	0	0	11	0	18	0
6:00 PM	0	19	0	0	0	0	0	0	13	0	0	0	0	0	0	0	13	0	19	0

Land Use	Single-Family Detached Housing		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	20		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	3.9%	0.6%	0.4%
7:00 - 8:00 AM	6.8%	0.2%	0.2%
8:00 - 9:00 AM	6.2%	0.2%	0.2%
9:00 - 10:00 AM	5.1%	0.3%	0.3%
10:00 - 11:00 AM	5.1%	0.6%	1.1%
11:00 - 12:00 PM	5.2%	0.8%	2.4%
12:00 - 1:00 PM	5.6%	2.2%	5.7%
1:00 - 2:00 PM	5.7%	4.1%	9.4%
2:00 - 3:00 PM	6.7%	4.5%	7.9%
3:00 - 4:00 PM	7.5%	4.2%	6.0%
4:00 - 5:00 PM	8.8%	4.4%	5.8%
5:00 - 6:00 PM	7.9%	5.0%	5.3%
6:00 - 7:00 PM	6.9%	5.6%	5.6%

Table M6
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	626	313	313

Multifamily Housing (Low Rise) - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	0	8	0	11	0
7:00 AM	0	4	0	0	0	0	0	0	3	0	0	0	0	0	0	0	12	0	18	0
8:00 AM	0	6	0	0	0	0	0	0	4	0	0	0	0	0	0	0	10	0	15	0
9:00 AM	0	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	6	0	9	0
10:00 AM	0	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	6	0	8	0
11:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
12:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	8	0
1:00 PM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
2:00 PM	0	10	0	0	0	0	0	0	7	0	0	0	0	0	0	0	6	0	9	0
3:00 PM	0	12	0	0	0	0	0	0	8	0	0	0	0	0	0	0	6	0	9	0
4:00 PM	0	17	0	0	0	0	0	0	12	0	0	0	0	0	0	0	6	0	10	0
5:00 PM	0	19	0	0	0	0	0	0	13	0	0	0	0	0	0	0	9	0	13	0
6:00 PM	0	17	0	0	0	0	0	0	11	0	0	0	0	0	0	0	7	0	11	0

Land Use	Multifamily Housing (Low-Rise) - Not Close to Rail		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	8		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	4.2%	1.6%	6.7%
7:00 - 8:00 AM	6.6%	2.4%	10.7%
8:00 - 9:00 AM	6.0%	3.4%	8.6%
9:00 - 10:00 AM	4.1%	2.9%	5.3%
10:00 - 11:00 AM	3.9%	2.9%	5.0%
11:00 - 12:00 PM	4.6%	4.6%	4.7%
12:00 - 1:00 PM	5.0%	5.0%	4.9%
1:00 - 2:00 PM	4.6%	4.4%	4.8%
2:00 - 3:00 PM	5.5%	5.9%	5.0%
3:00 - 4:00 PM	6.2%	7.0%	5.3%
4:00 - 5:00 PM	7.9%	10.1%	5.7%
5:00 - 6:00 PM	9.5%	11.3%	7.7%
6:00 - 7:00 PM	8.2%	9.9%	6.6%

Table M7
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	1,005	503	503

Senior Adult Housing Single-Family - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	0	6	0	10	0
7:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	13	0	19	0
8:00 AM	0	11	0	0	0	0	0	0	7	0	0	0	0	0	0	0	15	0	23	0
9:00 AM	0	14	0	0	0	0	0	0	10	0	0	0	0	0	0	0	16	0	24	0
10:00 AM	0	17	0	0	0	0	0	0	11	0	0	0	0	0	0	0	16	0	24	0
11:00 AM	0	21	0	0	0	0	0	0	14	0	0	0	0	0	0	0	15	0	23	0
12:00 PM	0	23	0	0	0	0	0	0	15	0	0	0	0	0	0	0	15	0	23	0
1:00 PM	0	22	0	0	0	0	0	0	14	0	0	0	0	0	0	0	14	0	21	0
2:00 PM	0	23	0	0	0	0	0	0	15	0	0	0	0	0	0	0	13	0	20	0
3:00 PM	0	25	0	0	0	0	0	0	17	0	0	0	0	0	0	0	12	0	18	0
4:00 PM	0	25	0	0	0	0	0	0	17	0	0	0	0	0	0	0	11	0	17	0
5:00 PM	0	24	0	0	0	0	0	0	16	0	0	0	0	0	0	0	11	0	16	0
6:00 PM	0	19	0	0	0	0	0	0	13	0	0	0	0	0	0	0	9	0	13	0

Land Use	Senior Adult Housing - Single-Family		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	11		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	2.3%	1.1%	3.5%
7:00 - 8:00 AM	4.9%	2.7%	7.1%
8:00 - 9:00 AM	6.2%	4.1%	8.3%
9:00 - 10:00 AM	7.0%	5.2%	8.9%
10:00 - 11:00 AM	7.4%	6.2%	8.6%
11:00 - 12:00 PM	8.0%	7.6%	8.5%
12:00 - 1:00 PM	8.4%	8.4%	8.3%
1:00 - 2:00 PM	7.8%	7.9%	7.7%
2:00 - 3:00 PM	7.8%	8.3%	7.2%
3:00 - 4:00 PM	7.9%	9.1%	6.7%
4:00 - 5:00 PM	7.7%	9.3%	6.1%
5:00 - 6:00 PM	7.3%	8.8%	5.8%
6:00 - 7:00 PM	5.9%	6.9%	4.9%

Table M8
Magnolia Trace

Hourly Distribution	Total	Entering	Exiting
Total	922	461	461

Strip Retail Plaza <40KSF - Hourly Trip Generation Estimates

Time	BELLE TERRE BOULEVARD Eastbound					BELLE TERRE BOULEVARD Westbound					KARAS TRAIL Northbound					FUTURE PROJECT DRIVEWAY Southbound				
	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
Distribution (%)		54.55%							36.36%								36.36%		54.55%	
6:00 AM	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
7:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
8:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
9:00 AM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
10:00 AM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
11:00 AM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
12:00 PM	0	11	0	0	0	0	0	0	7	0	0	0	0	0	0	0	7	0	11	0
1:00 PM	0	8	0	0	0	0	0	0	5	0	0	0	0	0	0	0	5	0	8	0
2:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
3:00 PM	0	11	0	0	0	0	0	0	8	0	0	0	0	0	0	0	8	0	11	0
4:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
5:00 PM	0	9	0	0	0	0	0	0	6	0	0	0	0	0	0	0	6	0	9	0
6:00 PM	0	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3	0	5	0

Land Use	Strip Retail Plaza		
Setting	General Urban/Suburban		
Time Period	Weekday		
# Data Sites	2		
% of 24-Hour Vehicle Trips			
Time	Total	Entering	Exiting
6:00 - 7:00 AM	0.5%	0.3%	0.2%
7:00 - 8:00 AM	6.5%	3.3%	3.2%
8:00 - 9:00 AM	6.2%	3.1%	3.1%
9:00 - 10:00 AM	7.2%	3.6%	3.6%
10:00 - 11:00 AM	6.0%	3.1%	3.0%
11:00 - 12:00 PM	7.3%	3.7%	3.6%
12:00 - 1:00 PM	8.7%	4.4%	4.3%
1:00 - 2:00 PM	6.2%	3.1%	3.1%
2:00 - 3:00 PM	7.1%	3.6%	3.5%
3:00 - 4:00 PM	9.0%	4.5%	4.5%
4:00 - 5:00 PM	7.4%	3.7%	3.7%
5:00 - 6:00 PM	6.8%	3.4%	3.4%
6:00 - 7:00 PM	3.8%	1.9%	1.9%

Table M9

Magnolia Trace

Total Traffic Estimates (2031)

	BELLE TERRE BOULEVARD					BELLE TERRE BOULEVARD					KARAS TRAIL					FUTURE PROJECT DRIVEWAY				
	Eastbound					Westbound					Northbound					Southbound				
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR
6:00 AM	0	9	164	0	0	0	0	164	6	0	0	0	0	0	0	0	15	0	23	0
7:00 AM	0	21	159	1	0	0	6	317	13	0	0	9	0	21	0	0	30	0	46	0
8:00 AM	0	26	186	2	0	1	16	294	17	0	0	9	0	17	0	0	31	0	47	0
9:00 AM	0	29	201	0	0	0	0	201	20	0	0	0	0	0	0	0	29	0	43	0
10:00 AM	0	32	189	0	0	0	0	189	20	0	0	0	0	0	0	0	28	0	44	0
11:00 AM	0	41	180	0	0	0	0	180	27	0	0	0	0	0	0	0	28	0	48	0
12:00 PM	0	50	218	0	0	0	0	234	33	0	0	0	0	0	0	0	33	0	62	0
1:00 PM	0	52	181	0	0	0	0	196	33	0	0	0	0	0	0	0	33	0	69	0
2:00 PM	0	57	212	0	0	0	0	235	38	0	0	0	0	0	0	0	35	0	65	0
3:00 PM	0	62	316	0	0	0	0	264	43	0	0	0	0	0	0	0	36	0	59	0
4:00 PM	0	66	300	8	0	0	22	170	45	0	0	9	0	16	0	0	33	0	56	0
5:00 PM	0	69	324	10	0	0	22	114	46	0	0	8	0	30	0	0	37	0	56	0
6:00 PM	0	60	218	0	0	0	0	87	40	0	0	0	0	0	0	0	32	0	48	0

Table M10
Magnolia Trace
Belle Terre Blvd & Karas Trl - 13-Hour Volume Summary

Hour	Buildout (2031)	
	Future Project Driveway (WB + EB Total)	Future Project Drivway (SB Total)
6:00:00 AM	343	38
7:00:00 AM	517	76
8:00:00 AM	542	78
9:00:00 AM	451	72
10:00:00 AM	430	72
11:00:00 AM	428	76
12:00:00 PM	535	95
1:00:00 PM	462	102
2:00:00 PM	542	100
3:00:00 PM	685	95
4:00:00 PM	611	89
5:00:00 PM	585	93
6:00:00 PM	405	80

TSWA - Buildout (2031)

Introduction

- The Signal Warrant Analysis Spreadsheets are a tool for assisting traffic engineers when evaluating the need for a traffic signal installation
- The filled spreadsheets can be used as part of the supporting documents for the signal warrant evaluation

Note: This templates are a useful resource, but it remains necessary to apply engineering judgment and to consider specific environmental, traffic, geometric, and operational conditions

Instructions

Fill in "Orange" areas only	
Automated cells based on in Input Data in "orange" cells	
General Information	Fill in below the general information including: District, County (drop-down menu) City, Engineer, Date Major and Minor Street with corresponding number of lanes and speed limits
Enter Eight Hour Volumes	Any 8 hours of an average day. Major-street and minor-street volumes shall be for the same 8 hours; however, the 8 hours satisfied in Condition A shall **not** be required to be the same 8 hours satisfied in Condition B **for 80% columns only.** On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.
Enter Four Hour Volumes	Any 4 hours of an average day. Vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only, not required to be on the same approach during each of the 4 hours)
Enter Pedestrian Volumes (4-hr)	Pedestrians per hour crossing the major street (t The volume requirement of warrant 2 is satisfied in the existing condition.
Enter Peak Hour Volumes	Vehicular: Any four consecutive 15-minute periods of an average day Pedestrian: Any four consecutive 15-minute periods of an average day representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings)

Input Data

Form 750-020-01
TRAFFIC ENGINEERING
February 2015

City:	**Palm Coast**				
County:	**73 – Flagler**	Engineer:	**Clayton Moore**		
District:	**Five**	Date:	**April 27, 2026**		
Major Street:	**Belle Terre Blvd**	# Lanes:	**2**	Major Approach Speed:	**50**
Minor Street:	**Karas Trail/ Project Drivway**	# Lanes:	**2**	Minor Approach Speed:	**30**

Eight Hour Volumes (Condition A)

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
7:00 AM	517	76
8:00 AM	542	78
12:00 PM	535	95
1:00 PM	462	102
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Eight Hour Volumes (Condition B)

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
7:00 AM	517	76
8:00 AM	542	78
12:00 PM	535	95
1:00 PM	462	102
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Highest Four Hour Vehicular Volumes

Hours	Major Street (total of both approaches)	Minor Street (one direction only)
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Highest Four Hour Pedestrian Volumes

Hours	Major Street (total of both approaches)	Pedestrian Crossings on Major Street

Vehicular Peak Hour Volumes

Peak Hour	Major Street (total of both approaches)	Minor Street (one direction only)	Total Entering Volume
2:00 PM	542	100	642

Pedestrian Peak Hour Volumes

Peak Hour	Major Street (total of both approaches)	Pedestrian Crossing Volumes on Major Street

State of Florida Department of Transportation

TSWA - Buildout (2031)

City:	**Palm Coast**	Engineer:	**Clayton Moore**
County:	**73 – Flagler**	Date:	**April 27, 2026**
District:	**Five**		

Major Street:	**Belle Terre Blvd**	Lanes:	**2**	Major Approach Speed:	**50**
Minor Street:	**Karas Trail/ Project Drivway**	Lanes:	**2**	Minor Approach Speed:	**30**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours. ☐ Yes ☑ No

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems). ☐ Yes ☑ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☐ Yes ☑ No
70% Satisfied: ☐ Yes ☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	7:00 AM	**8:00 AM**	**12:00 PM**	**1:00 PM**	**2:00 PM**	**3:00 PM**	**4:00 PM**	**5:00 PM**
Major	517	542	535	462	542	685	611	585
Minor	76	78	95	102	100	95	89	93

State of Florida Department of Transportation

TSWA - Buildout (2031)

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☐ Yes	☑ No
80% Satisfied:	☐ Yes	☑ No
70% Satisfied:	☐ Yes	☑ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	**Minor**	**100%[a]**	**80%[b]**	**70%[c]**	**100%[a]**	**80%[b]**	**70%[c]**
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	**7:00 AM**	**8:00 AM**	**12:00 PM**	**1:00 PM**	**2:00 PM**	**3:00 PM**	**4:00 PM**	**5:00 PM**
Major	517	542	535	462	542	685	611	585
Minor	76	78	95	102	100	95	89	93

State of Florida Department of Transportation

TSWA - Buildout (2031)

City:	Palm Coast	Engineer:	Clayton Moore
County:	73 - Flagler	Date:	April 27, 2026
District:	Five		

Major Street:	Belle Terre Blvd	Lanes:	2	Major Approach Speed:	50
Minor Street:	Karas Trail/ Project Drivway	Lanes:	2	Minor Approach Speed:	30

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☐ Yes ☑ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☐ Yes ☑ No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

Applicable: ☑ Yes ☐ No

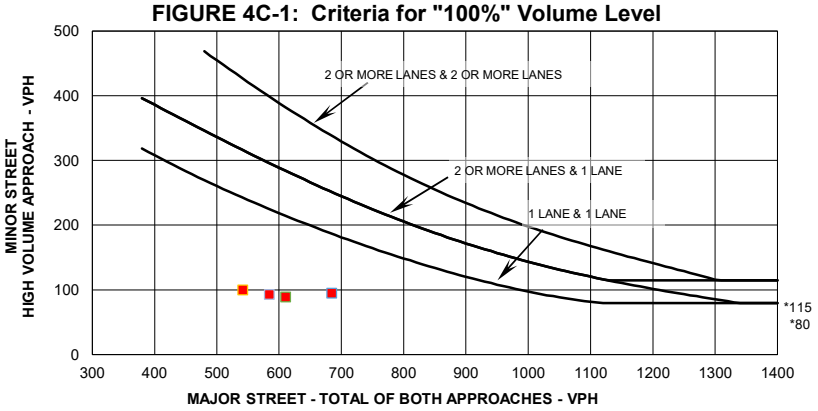
Satisfied: ☐ Yes ☑ No

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

Plot four volume combinations on the applicable figure below.

FIGURE 4C-1: Criteria for "100%" Volume Level



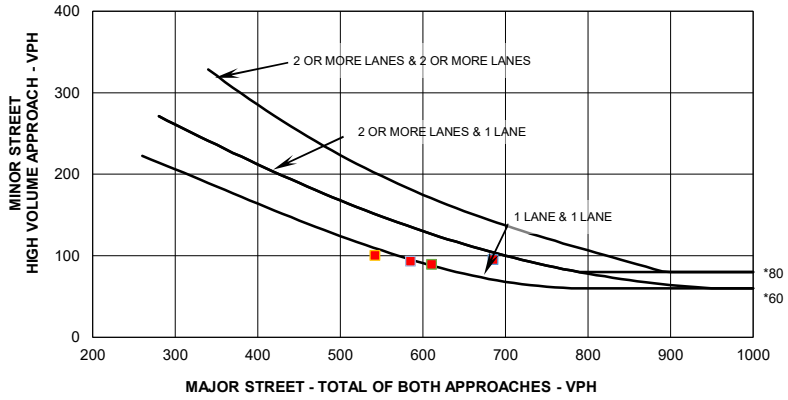
** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
2:00 PM	542	100
3:00 PM	685	95
4:00 PM	611	89
5:00 PM	585	93

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

State of Florida Department of Transportation

TSWA - Buildout (2031)

City:	**Palm Coast**	Engineer:	**Clayton Moore**
County:	**73 – Flagler**	Date:	**April 27, 2026**
District:	**Five**		

Major Street:	**Belle Terre Blvd**	Lanes:	**2**	Major Approach Speed:	**50**
Minor Street:	**Karas Trail/ Project Drivway**	Lanes:	**2**	Minor Approach Speed:	**30**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

CONCLUSIONS

Remarks: **None of the vehicular traffic signal warrants are met.**

WARRANTS SATISFIED:

☐	Warrant 1	☐	Not Applicable
☐	Warrant 2	☐	Not Applicable
☐	Warrant 3	☑	Not Applicable
☐	Warrant 4	☑	Not Applicable
☐	Warrant 5	☑	Not Applicable
☐	Warrant 6	☑	Not Applicable
☐	Warrant 7	☑	Not Applicable
☐	Warrant 8	☑	Not Applicable
☐	Warrant 9	☑	Not Applicable

Appendix N

(COPC Turn Lane Guidelines November 2020)

Palm Coast Draft Turn Lane Technical Guidelines on November 10, 2020

Attachment 4A

The purpose of this document is to assist the City and design professionals regarding turn lane design as part of a development for a property accessing a City street. It determines:

a) when a turn lane is required to be built as a condition of access to the City street, and
b) the required dimensions of the turn lane.

These guidelines provide guidance for developers on what to expect for design and construction requirements on a roadway connecting to their driveway (entrance) when developing a property.

Turn lanes for left-turning and right-turning traffic are desirable for the safe execution of speed change maneuvers. Turn lanes also allow for the storage and protection of left-turning or right-turning vehicles while allowing through traffic to pass safely with minimal induced delay.

Deceleration lanes shall be provided at all intersection and/or access points adjacent to the project on all City-maintained and privately-maintained roadways as required by these guidelines. (Turn lanes along Flagler County owned roadways will be determined by Flagler County after receiving input from the City.) However, these guidelines shall not be construed in any manner to allow a left-turn lane and/or a right-turn lane into a project where such turning movement is not approved by the City.

All table values referenced in this document presume design of a single turn lane. The City will use the latest edition of the Florida Department of Transportation's (FDOT's) publication: "Standard Plans and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (commonly referred to as the "Florida Greenbook") as a design reference. The City will be the sole judge, when backed by engineering analysis, to define whether a multi-lane turn lane design is adequate in dimension.

Turn Volume Thresholds that Require the Addition of a Dedicated Left Turn Lane from the City Street

A left turn lane shall be provided at each access driveway of the project when a Left-Turning Vehicle (LTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the Average Annual Daily Traffic (AADT) from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Left Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	40 LTV/Peak Hour	35 LTV/Peak Hour	50 LTV/Peak Hour	40 LTV/Peak Hour
30 - 35 mph	30 LTV/Peak Hour	25 LTV/Peak Hour	35 LTV/Peak Hour	25 LTV/Peak Hour
40 + mph	20 LTV/Peak Hour	15 LTV/Peak Hour	25 LTV/Peak Hour	20 LTV/Peak Hour

Turn Volume Thresholds that Require the Addition of a Dedicated Right Turn Lane from the City Street

A right turn lane shall be provided at each access driveway of the project when a Right-Turning Vehicle (RTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall

be based on the AADT from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Right Turn Lane Thresholds

Posted Speed	2 Lane Roadways	2 Lane Roadways	4+ Lane Roadways	4+ Lane Roadways
Limit	AADT of 5,000 or less	AADT over 5,000	AADT of 10,000 or less	AADT over 10,000
Up to 25 mph	175 RTV/Peak Hour	150 RTV/Peak Hour	155 RTV/Peak Hour	120 RTV/Peak Hour
30 - 35 mph	120 RTV/Peak Hour	100 RTV/Peak Hour	100 RTV/Peak Hour	70 RTV/Peak Hour
40 + mph	70 RTV/Peak Hour	60 RTV/Peak Hour	60 RTV/Peak Hour	40 RTV/Peak Hour

Other Criteria

When a project's driveway meets at least 75% of the above thresholds for Peak Hour (Weekday AM, Weekday PM or Weekend Mid-Day) left or right turns and at least one of the following criteria is also present, the City, in its sole judgment, may require the developer to provide the turn lane.

1. Sight distance is limited due to curves or hills or other unalterable object.
2. The intersection or driveway is just after a signalized intersection where acceleration or driver expectancy would make a separate right turn desirable (this would also be the case downstream soon after a dual left-turn lane onto a four-lane roadway).
3. At least 50% higher than normal crash experience (or 33% above normal rear-end collisions) or the City has determined that this roadway section has a Level of Service (LOS) of D or lower.
4. Severe skewed angle of the intersection so that right-turn traffic has to slow more than would be expected for a 90-degree turn.
5. The turn-lane into the project occurs at an existing or proposed signalized intersection where adequate right-of-way exists or is available from the development.

Construction Timing

Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.

Turn Lane Design Standards

A turn lane shall consist of the following components: A taper and a full width lane length of a turn lane. The total length of the turn lane shall be the taper length plus the full width lane length.

A taper shall be the longitudinal length of a development of a lane from zero width to full width. Find the length of taper required in the tables below (See Sections *Left turn Lane Table* and *Right Turn Lane Table*).

Turn lane widths shall be a minimum of 11 feet on roadways where the posted speed is 40 mph or less (see exceptions in next sentence).

Turn lane widths, when turn lanes are required, shall be a minimum of 12 feet on roadways where at least one condition below is present:

1. Where the posted speed is 45 mph or greater.
2. With more than two lanes of opposing traffic.
3. With medians at least 16 feet wide separating opposing traffic lanes.

Turn lane length shall be measured along the lane segment constructed at full lane width. The required turn lane length of right turn lanes and left turn lanes exiting the City street shall be determined by choosing the greater of:

1. The minimum full width turn lane length. The minimum full width turn lane length shall be 75 feet.
2. The calculation of full width turn lane length based on conditions in the following tables. Total required full width turn lane length shall be the sum of the deceleration length dimension (See Left Turn Lane Table; See Right Turn Lane Table) plus the storage length dimension (see Storage Length Dimension Table - SLDT).

Shorter turn lanes will not be allowed except under special circumstances as approved by the City.

Storage Length Dimension Table For Unsignalized Intersections*

Largest Peak Hour Volume in Vehicles Per Hour (vph)	Storage Length (feet)*
Up to 25	30
26 to 50	50
51 to 75	75
76 to 100	100
Every additional increment, or partial increment, of 50 vph	75

**Per FDOT Greenbook*

Dimensions in the SLDT presume the traffic in the turn lane consists of less than 5% heavy vehicles (where a heavy vehicle is any vehicle longer than 34 feet including a trailer). If heavy vehicle percentage will be between 5% and 20% of turning vehicles, increase storage length by 20%. If heavy vehicle percentage will be greater than 20% of turning vehicles, increase storage length by 100%.

Left Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for left turn lanes are based on the speed limit of the road and are shown in the following table:

Left Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet)*
Up to 25	50	0	100% of SLDT Value
30	75	0	100% of SLDT Value
35	75	75	100% of SLDT Value
40	90	75	100% of SLDT Value
45	100	100	100% of SLDT Value
50	100	135	100% of SLDT Value

**For 2 Lane Roadways less than 5,000 ADT and for 4-Lane Roadways less than 10,000 ADT, reduce the 100% qualification to 70%.Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length.

Right Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for right turn lanes are based on the speed limit of the road and are shown in the following table:

Right Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet) Stop Condition	Length of Storage (feet) Free Flow
Up to 25	50	0	50% of SLDT Value	0
30	75	0	50% of SLDT Value	0
35	100	75	50% of SLDT Value	25% of SLDT Value
40	100	75	60% of SLDT Value	30% of SLDT Value
45	100	100	75% of SLDT Value	35% of SLDT Value
50 +	100	135	80% of SLDT Value	45% of SLDT Value

**Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length. Right turn lane lengths at traffic signal controlled intersections shall be based on queue lengths determined through an engineering traffic study.

Deviations

The City may grant a deviation from these guidelines in part or in whole after determining that any of the following conditions make compliance infeasible:

1. Right-of-way constraints do not permit the installation of the turn lane or to its full dimensions. This does not include cases where the developer is unwilling to provide the developer's own property from the development under consideration for additional right-of-way to construct or compensate for the turn lane.
2. Existing topographic or roadway geometric features would cause construction of the turn lane to be prohibitively expensive if constructed to standards.
3. Unusual roadway features would cause a turn lane to be detrimental to the health, safety and general welfare of the public. This could include a case where a right-turn lane could negatively impact bicyclists or pedestrians.
4. Such turn lane or in its full dimension would require removal of a specimen or historic tree as described in Section 11.02.04.A of the Land Development Code or significantly impact a high quality wetland.

Calculation Examples

Example 1

A 30 mph 2 lane 2-way road. AADT of 4,000. Heavy Truck percentage into property: 15%. Largest Peak Hour projected left turns: 32 vph. Largest Peak Hour Projected Right Turns 62 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 32 vph > 30 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 62 vph < 120 RTV threshold. No. Right turn lane is not required.

Calculate Left turn Length

See Left Turn Lane Table

For 30 mph,

Taper = 75 feet

Deceleration Length = 0 feet

SLDT for 32 vph = 50 feet

Truck factor for 5 to 20% trucks = 1.2

Full width length = 0 + (1.2 * 50) = 60 feet round up to nearest 10 feet → 60 feet

Final answer: Left turn lane length = 50 foot taper plus 60 feet full width lane = 110 feet.

Full width lane = 11 feet for 30 mph road with no special conditions.

Note: The transition from the typical two-lane width to the beginning of taper is covered in the FDOT Greenbook, which is referenced as the design guidelines for the transition.

Example 2

A 45 mph 4 lane road with divided median. AADT of 12,800. Heavy Truck percentage into property: 2 to 4%. Largest Peak Hour projected Left turns: 44 vph. Largest Peak Hour Projected Right Turns 164 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 44 vph > 20 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 164 vph > 40 RTV threshold Yes. Right turn lane is required.

Calculate Left turn Length

See Left Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 44 vph = 50 feet

Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 * 50) = 150 feet round up to nearest 10 feet → 150 feet

Final answer: Left turn lane length = 100 foot taper plus 150 feet full width lane = 250 feet.

Full width lane = 12 feet for 45 mph road

Calculate Right Turn Length

See Right Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 164 vph = 100 feet plus two units of 50 vph = 100 + (2.0*75) = 250 feet

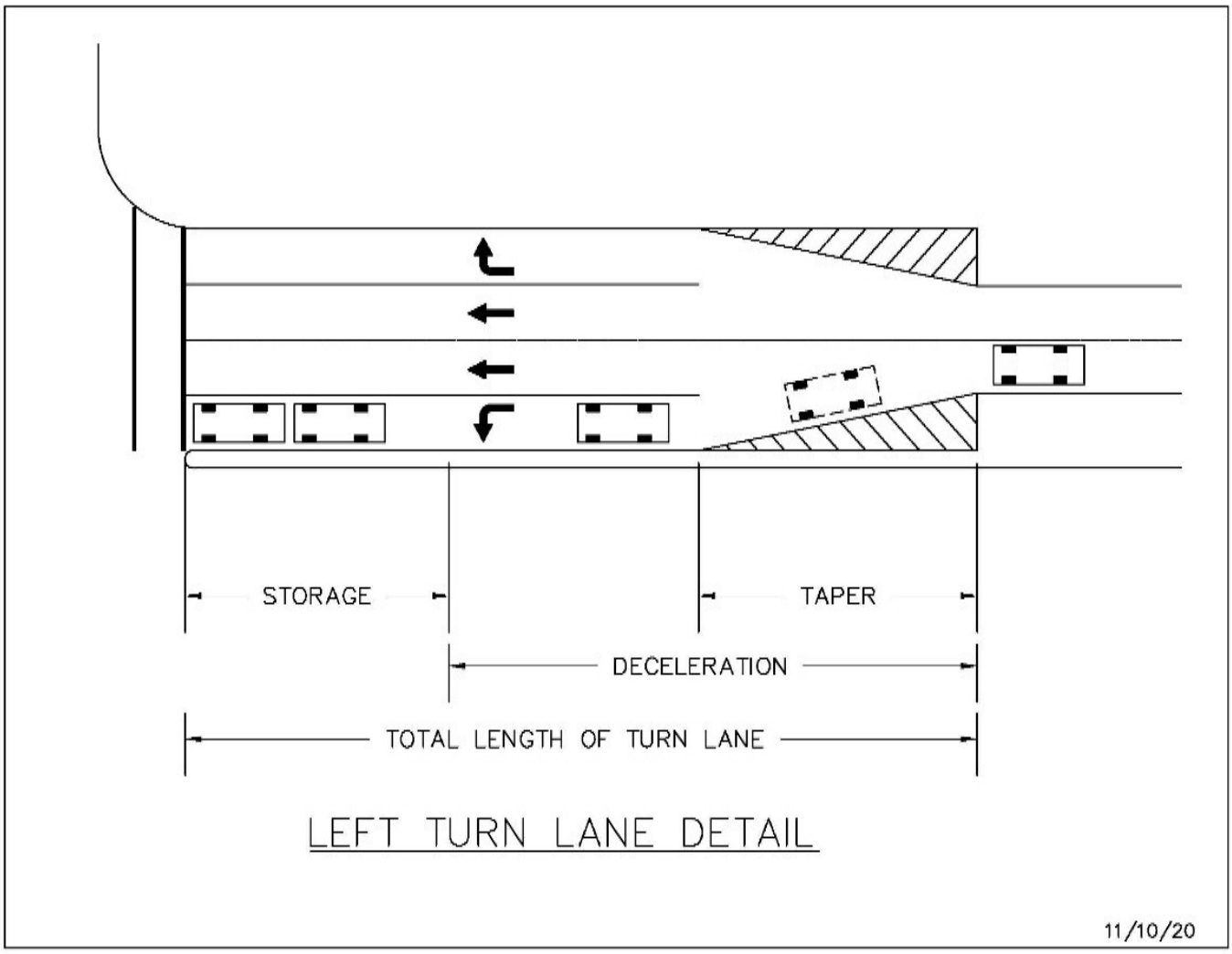
Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 *((0.75) * 250)) = 100 + 187.5 feet = 287.5 feet round up to nearest 10 feet -> 290 feet

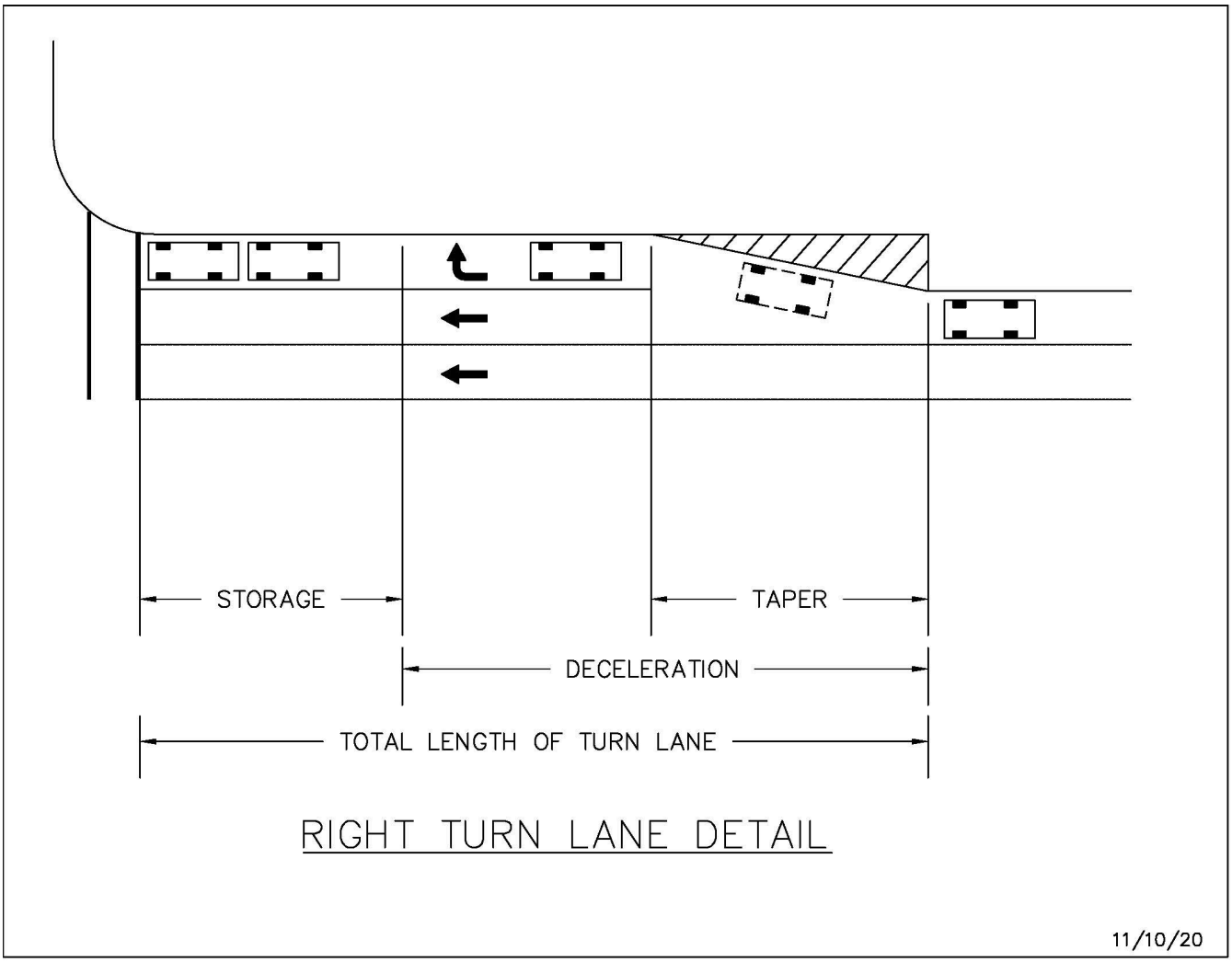
Final answer: Right turn lane length = 100 foot taper plus 290 feet full width lane = 390 feet.

Full width lane = 12 feet for 45 mph road.

Left Turn Lane Detail



Right Turn Lane Detail

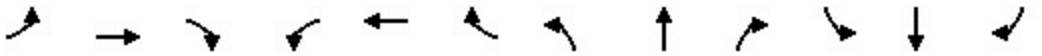


Magnolia Trace
Belle Terre Blvd and West Entrance
Intersection Analysis

Control Type	Level of Service	
	AM	PM
Traditional Signal	B	B
Roundabout	A	A

HCM 7th Signalized Intersection Summary
2: Karas Trail/Proposed Project Access & Belle Terre Blvd

06/24/2026



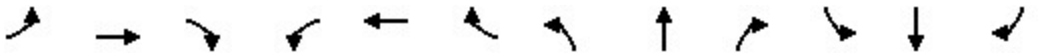
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	62	215	1	9	324	43	11	0	24	72	0	105
Future Volume (veh/h)	62	215	1	9	324	43	11	0	24	72	0	105
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	67	234	0	10	352	23	12	0	13	78	0	57
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	541	834	0	652	871	738	109	10	45	341	0	310
Arrive On Green	0.05	0.45	0.00	0.07	0.47	0.47	0.06	0.00	0.06	0.06	0.00	0.20
Sat Flow, veh/h	1781	1870	0	1781	1870	1585	556	169	786	1781	0	1585
Grp Volume(v), veh/h	67	234	0	10	352	23	25	0	0	78	0	57
Grp Sat Flow(s),veh/h/ln	1781	1870	0	1781	1870	1585	1512	0	0	1781	0	1585
Q Serve(g_s), s	1.4	5.5	0.0	0.2	8.6	0.5	0.2	0.0	0.0	2.7	0.0	2.1
Cycle Q Clear(g_c), s	1.4	5.5	0.0	0.2	8.6	0.5	1.0	0.0	0.0	2.7	0.0	2.1
Prop In Lane	1.00		0.00	1.00		1.00	0.48		0.52	1.00		1.00
Lane Grp Cap(c), veh/h	541	834	0	652	871	738	163	0	0	341	0	310
V/C Ratio(X)	0.12	0.28	0.00	0.02	0.40	0.03	0.15	0.00	0.00	0.23	0.00	0.18
Avail Cap(c_a), veh/h	589	834	0	996	871	738	497	0	0	415	0	738
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.5	12.2	0.0	8.3	12.2	10.1	31.3	0.0	0.0	26.7	0.0	23.3
Incr Delay (d2), s/veh	0.1	0.8	0.0	0.0	1.4	0.1	0.4	0.0	0.0	0.3	0.0	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	2.0	0.0	0.1	3.1	0.2	0.4	0.0	0.0	1.1	0.0	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	9.6	13.0	0.0	8.3	13.6	10.1	31.7	0.0	0.0	27.0	0.0	23.6
LnGrp LOS	A	B		A	B	B	C			C		C
Approach Vol, veh/h		301			385			25			135	
Approach Delay, s/veh		12.3			13.3			31.7			25.6	
Approach LOS		B			B			C			C	

Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	12.1	38.0	9.6	9.7	10.7	39.4		19.3				
Change Period (Y+Rc), s	7.1	7.1	5.7	5.7	7.1	7.1		5.7				
Max Green Setting (Gmax), s	18.4	19.4	6.8	19.8	5.5	32.3		32.3				
Max Q Clear Time (g_c+I1), s	2.2	7.5	4.7	3.0	3.4	10.6		4.1				
Green Ext Time (p_c), s	0.0	0.8	0.0	0.1	0.0	1.8		0.3				

Intersection Summary	
HCM 7th Control Delay, s/veh	15.4
HCM 7th LOS	B

HCM 7th Signalized Intersection Summary
2: Karas Trail/Proposed Project Access & Belle Terre Blvd

06/24/2026



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	106	342	12	27	269	73	7	0	25	54	0	77
Future Volume (veh/h)	106	342	12	27	269	73	7	0	25	54	0	77
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	115	372	6	29	292	39	8	0	13	59	0	43
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	500	709	11	422	642	544	119	6	54	379	0	342
Arrive On Green	0.08	0.39	0.39	0.03	0.34	0.34	0.06	0.00	0.06	0.05	0.00	0.22
Sat Flow, veh/h	1781	1835	30	1781	1870	1585	483	97	942	1781	0	1585
Grp Volume(v), veh/h	115	0	378	29	292	39	21	0	0	59	0	43
Grp Sat Flow(s),veh/h/ln	1781	0	1865	1781	1870	1585	1521	0	0	1781	0	1585
Q Serve(g_s), s	2.2	0.0	8.5	0.6	6.6	0.9	0.2	0.0	0.0	1.6	0.0	1.2
Cycle Q Clear(g_c), s	2.2	0.0	8.5	0.6	6.6	0.9	0.7	0.0	0.0	1.6	0.0	1.2
Prop In Lane	1.00		0.02	1.00		1.00	0.38		0.62	1.00		1.00
Lane Grp Cap(c), veh/h	500	0	721	422	642	544	178	0	0	379	0	342
V/C Ratio(X)	0.23	0.00	0.52	0.07	0.45	0.07	0.12	0.00	0.00	0.16	0.00	0.13
Avail Cap(c_a), veh/h	541	0	721	540	642	544	230	0	0	455	0	466
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	10.3	0.0	12.9	11.1	13.9	12.0	24.5	0.0	0.0	20.5	0.0	17.2
Incr Delay (d2), s/veh	0.2	0.0	2.7	0.1	2.3	0.3	0.3	0.0	0.0	0.2	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	3.0	0.2	2.5	0.3	0.3	0.0	0.0	0.6	0.0	0.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.5	0.0	15.6	11.2	16.2	12.3	24.8	0.0	0.0	20.6	0.0	17.4
LnGrp LOS	B		B	B	B	B	C			C		B
Approach Vol, veh/h		493			360			21			102	
Approach Delay, s/veh		14.4			15.4			24.8			19.3	
Approach LOS		B			B			C			B	

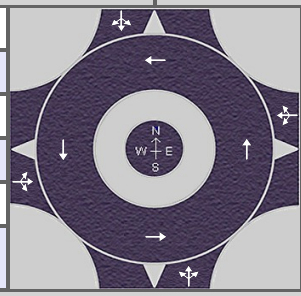
Timer - Assigned Phs	1	2	3	4	5	6		8				
Phs Duration (G+Y+Rc), s	8.9	28.1	8.7	8.8	11.2	25.8		17.5				
Change Period (Y+Rc), s	7.1	7.1	5.7	5.7	7.1	7.1		5.7				
Max Green Setting (Gmax), s	5.4	18.7	5.3	5.0	5.4	18.7		16.0				
Max Q Clear Time (g_c+I1), s	2.6	10.5	3.6	2.7	4.2	8.6		3.2				
Green Ext Time (p_c), s	0.0	1.2	0.0	0.0	0.0	1.1		0.1				

Intersection Summary			
HCM 7th Control Delay, s/veh		15.5	
HCM 7th LOS		B	

HCS7 Roundabouts Report

General Information

Analyst	T. Hatcher
Agency or Co.	
Date Performed	6/24/2026
Analysis Year	2031
Time Analyzed	AM Buildout
Project Description	Magnolia Trace



Site Information

Intersection	
E/W Street Name	Belle Terre Blvd
N/S Street Name	West Entrance
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.92
Jurisdiction	Palm Coast

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	62	215	1	0	9	224	43	0	11	0	24	0	72	0	105
Percent Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Flow Rate (v_{PCE}), pc/h	0	69	241	1	0	10	251	48	0	12	0	27	0	81	0	118
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		311			309			39			199	
Entry Volume, veh/h		302			300			38			193	
Circulating Flow (v_c), pc/h		91			81			391			273	
Exiting Flow (v_{ex}), pc/h		349			381			117			11	
Capacity (c_{pce}), pc/h		1258			1271			926			1045	
Capacity (c), veh/h		1221			1234			899			1014	
v/c Ratio (x)		0.25			0.24			0.04			0.19	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		5.2			5.1			4.4			5.3	
Lane LOS		A			A			A			A	
95% Queue, veh		1.0			1.0			0.1			0.7	
Approach Delay, s/veh	5.2			5.1			4.4			5.3		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	5.1						A					

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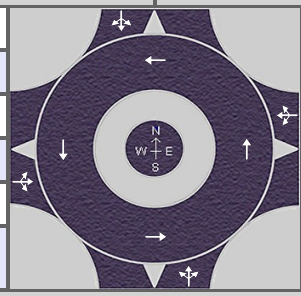
HCS7 Roundabouts Report

General Information

Analyst	T. Hatcher
Agency or Co.	
Date Performed	6/24/2026
Analysis Year	2031
Time Analyzed	PM Buildout
Project Description	Magnolia Trace



Site Information

Intersection	
E/W Street Name	Belle Terre Blvd
N/S Street Name	West Entrance
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.92
Jurisdiction	Palm Coast

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	106	342	12	0	27	269	73	0	7	0	25	0	54	0	77
Percent Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Flow Rate (v_{PCE}), pc/h	0	119	383	13	0	30	301	82	0	8	0	28	0	60	0	86
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		515			413			36			146	
Entry Volume, veh/h		500			401			35			142	
Circulating Flow (v_c), pc/h	90			127			562			339		
Exiting Flow (v_{ex}), pc/h	471			395			201			43		
Capacity (c_{pce}), pc/h		1259			1212			778			977	
Capacity (c), veh/h		1222			1177			755			948	
v/c Ratio (x)		0.41			0.34			0.05			0.15	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		7.0			6.3			5.2			5.2	
Lane LOS		A			A			A			A	
95% Queue, veh		2.0			1.5			0.1			0.5	
Approach Delay, s/veh	7.0			6.3			5.2			5.2		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	6.5						A					

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city of PALM COAST

Utility Department

2 Utility Drive
Palm Coast, FL 32137
386-986-2360

06/27/2025

Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, FL 32137

Re: Service Availability for **Magnolia Trace (Parcels #24-12-31-4150-00T50-0000, 19-12-31-4120-00T20-0000, 19-12-31-4130-00T30-0000 and 24-12-31-4140-00T40-0000)** Palm Coast Florida City of Palm Coast, Flagler County.

This letter confirms that City of Palm Coast is the water and wastewater service provider to the referenced property in Flagler County, Florida. Enclosed are copies of the system maps of the City's utility system showing existing water and wastewater mains in the area, as the City believes that they exist, for your use in project design. No representation is made as to the precise location of facilities. It is your responsibility to ensure that utility lines and other facilities are located at locations and in a sufficient condition to meet the requirements of your proposed development and the requirements of the City.

If a main extension is required, the design, permitting, and construction of the extension are your responsibility. Plan review by the City is required for all commercial projects and those projects involving a main extension. Construction must meet City Standards and Specifications. The Standards and Specifications Manual, with Standard Details, is available to you via City web-site or regular mail. All such matters must be memorialized by written city approvals.

This proposed property development is for 450 residential units and is located within the Wastewater Treatment Plant #1(WWTP#1) service area, this facility is permitted for 6.83 million gallons a day of treatment. Through May of 2025 our annual average flow at WWTP#1 is 6.354 million gallons a day. At present the Florida Department of Environmental protection is requiring individual permitting for wastewater improvements within the WWTP#1 service area in Palm Coast.

When you are ready to proceed, provide all required City application forms, the annexation petition required by section 49-53 (e) of the City Code along with one copy of the FDEP Permit Applications (fax, or include with plan submittal.) The City will redline the Operating Utility information, and return it to you, for you to incorporate onto the Applications. Upon completion, provide the number of completed, signed/sealed original Applications required by FDEP, plus one original for the City's files.

Please note that all applicable fees must be paid to the City, and plans must be stamped "Authorized For Construction," before the FDEP permit applications will be returned for your submittal to FDEP. Upon plan approval, the City will conduct construction inspection. Also, legal documents as necessary to convey the new facilities to the City must be completed and approved by the City, and FDEP/HRS clearance must be received **prior to service** being provided. Sample legal documents will be provided to you by the City to assist you during this phase of the project. The City will implement the annexation petition in accordance with its terms.

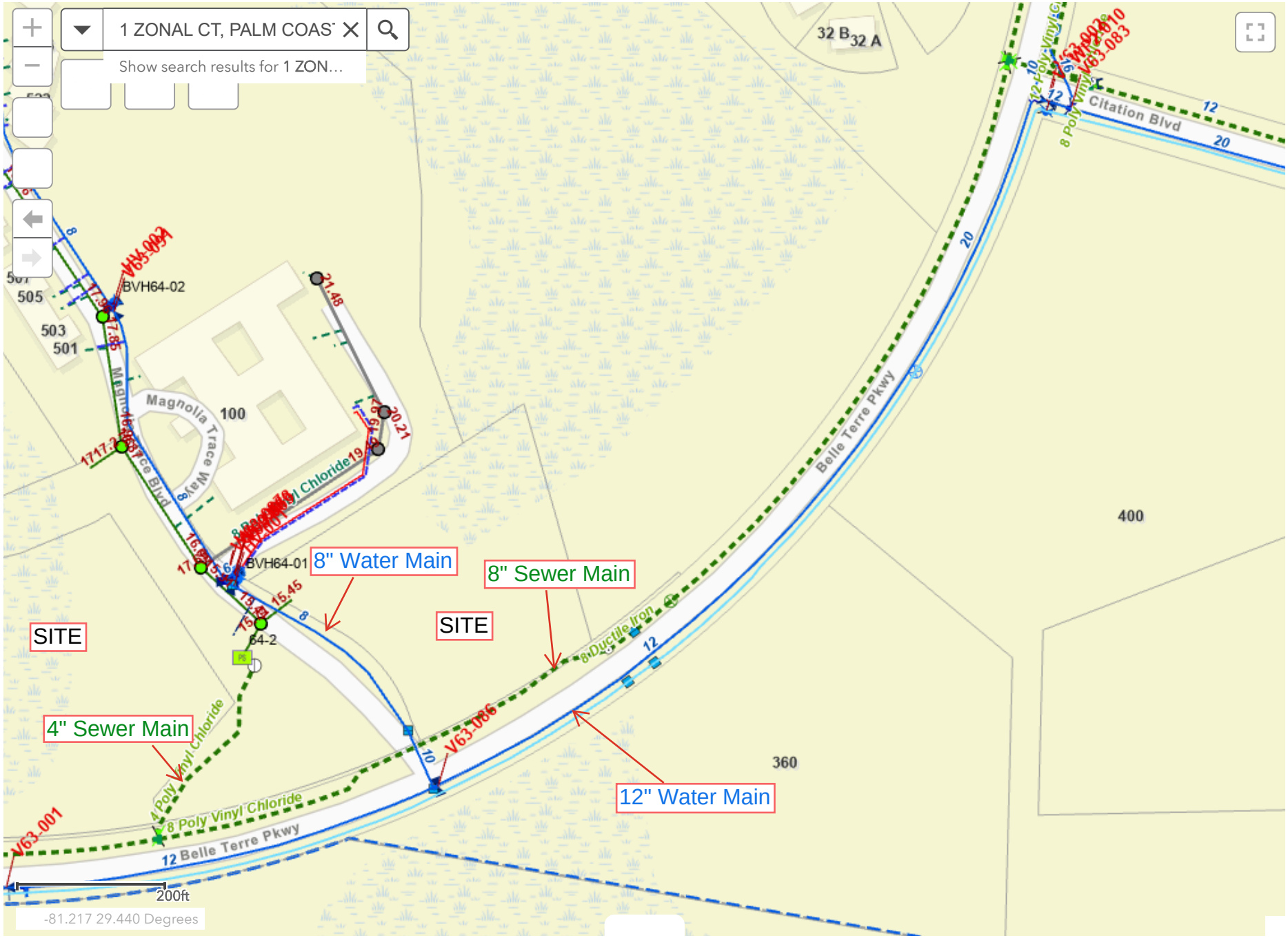
If you have any questions please feel free to contact me at (386) 986-2355.

Sincerely,



Samantha Borges
Utility Development Review Specialist (sborges@palmcoastgov.com)

Utility Service Viewer ITC / GIS Web Application



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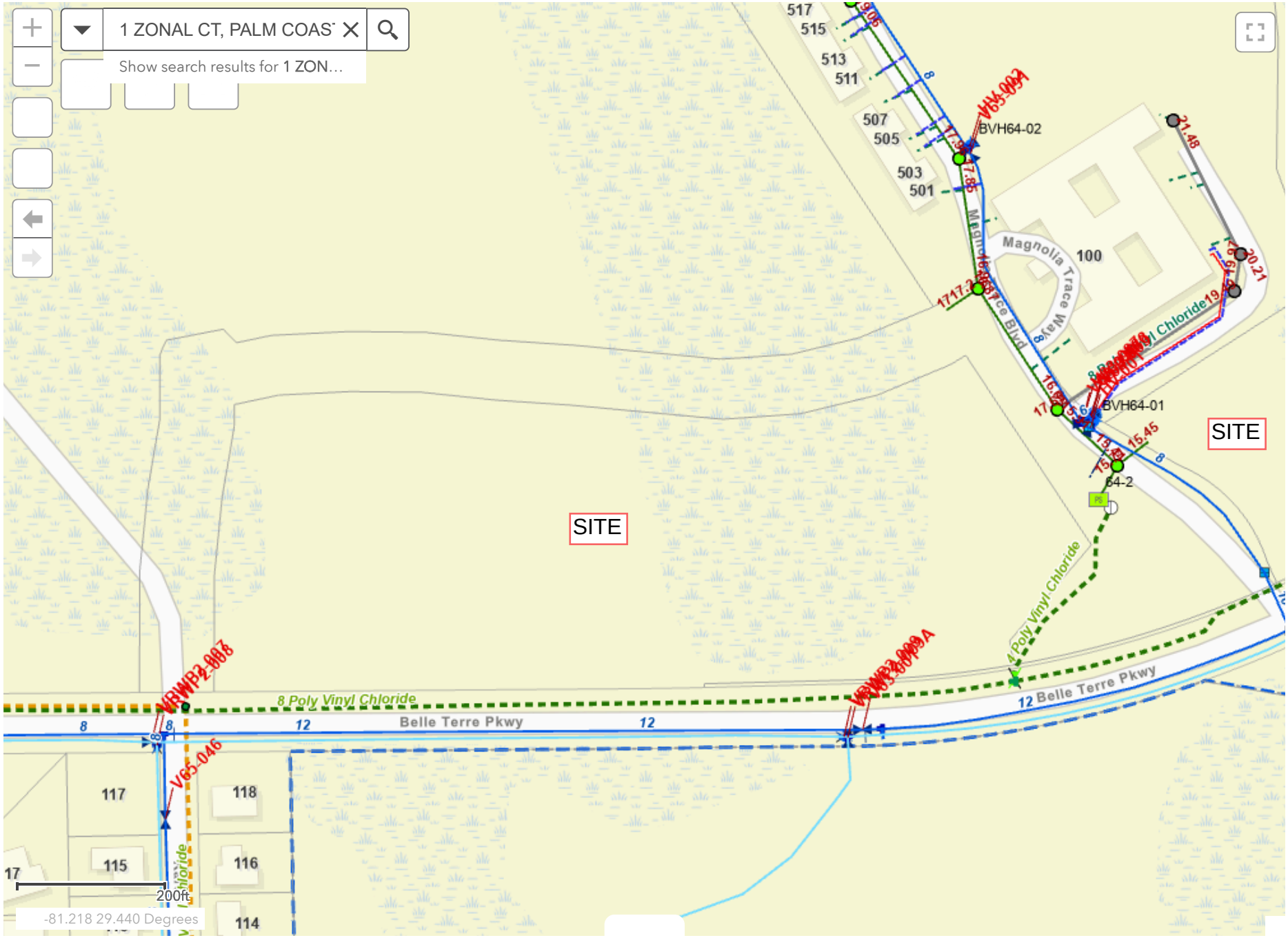
Utility Service Viewer

ITC / GIS Web Application



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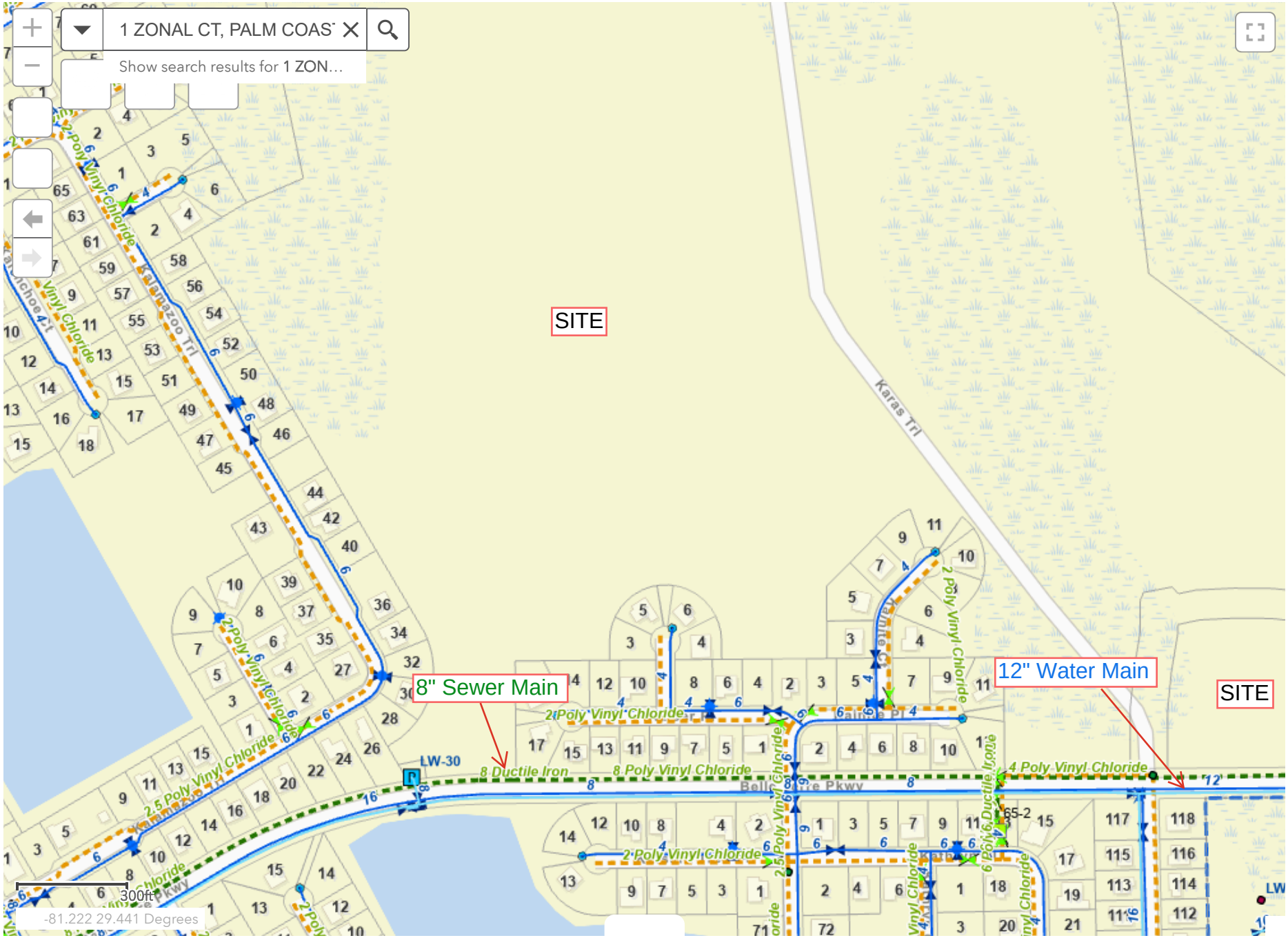

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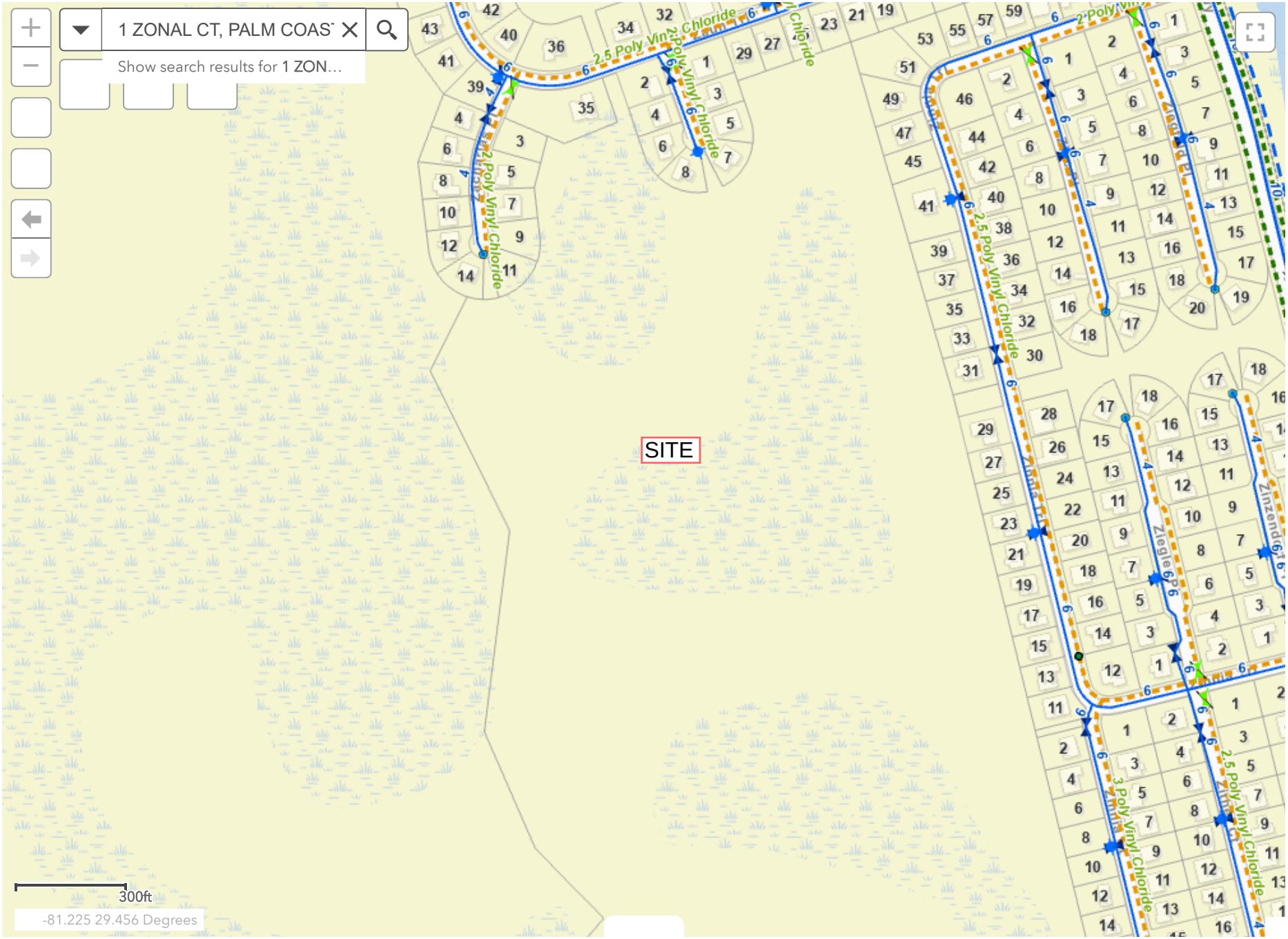

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PROPERTY OWNER LETTER OF AUTHORIZATION

Dear Planning Manager:

I, AUSTIN BROCKENBROUGH, IV, the Manager of OARE ASSOCIATES, LLC ("OARE"), a Florida Limited Liability Company, being the current property owner of the real property described as Parcel Numbers 13-12-30-0650-000A0-0010, 24-12-30-0650-000A0-0010, 24-12-31-4150-00T50-0000, 24-12-31-4140-00T40-0000, 19-12-31-0650-000C0-0011, 19-12-31-4120-00T20-0000, 19-12-31-4110-00T10-0000, and 19-12-31-4130-00T30-0000 and also legally described in the attached **EXHIBIT "A"** ("Property"), does hereby designate and authorize Greenpointe Developers, LLC, a Delaware limited liability company and Jay W. Livingston, Esq. of Livingston & Sword, P.A., to act as OARE's authorized agents and to file applications to the City of Palm Coast to rezone the Property and/or amend the existing Master Plan Development Agreement, and to make binding statements and commitments regarding the applications.

OARE ASSOCIATES, LLC
A Florida Limited Liability Company

By: _____

Name: Austin Brockenbrough, IV

Title: Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization this 5 day of January, 2024, by AUSTIN BROCKENBROUGH, IV, who is the manager of OARE ASSOCIATES, LLC, a Florida Limited Liability Company, on behalf of the company. He is X personally known to me or ___ produced _____ as identification.

ANNA CLARK
NOTARY PUBLIC
REG. # 00384478
MY COMMISSION EXPIRES
07/31/2029
COMMONWEALTH OF VIRGINIA

_____
NOTARY PUBLIC

EXHIBIT "A"

OVERALL PARCEL

A portion of Sections 13 and 24, Township 12 South, Range 30 East, together with a portion of Sections 18 and 19, Township 12 South, Range 31 East, Flagler County, Florida, being a portion of Map of the Bunnell Development Company's Land at Bunnell, Florida, as recorded in Plat Book 1, page 1, of the Public Records of said county, also being a portion of Revised Parcel 403, as described and recorded in Official Records Book 950, page 1943, of said Public Records, together with all of Lot 13, Block 45, as depicted on Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, recorded in Map Book 17, page 56, together with all of Reserved Parcels 03 and F-4, all of Lot 10, Block 14, and all of Lot 16, Block 10, as depicted on Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, recorded in Map Book 18, page 24, all of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 13; thence North 87°27'22" East, along the Northerly line of said Section 13, a distance of 2961.63 feet to its intersection with the Westerly line of said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence along said Westerly line the following 17 courses: Course 1, thence South 20°55'26" East, departing said Northerly line, 211.58 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 2, thence Southerly along the arc of said curve, through a central angle of 98°21'15", an arc length of 257.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°53'15" West, 227.02 feet; Course 3, thence South 05°31'19" East, along a non-tangent line, 669.87 feet to a point on a non-tangent curve concave Easterly having a radius of 150.00 feet; Course 4, thence Southerly along the arc of said curve, through a central angle of 73°26'22", an arc length of 192.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 15°27'56" East, 179.37 feet; Course 5, thence South 52°11'07" East, 136.97 feet; Course 6, thence South 02°05'57" East, 346.46 feet to the point of curvature of a curve concave Easterly having a radius of 550.00 feet; Course 7, thence Southerly along the arc of said curve, through a central angle of 16°39'59", an arc length of 159.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°25'57" East, 159.42 feet; Course 8, thence South 18°45'56" East, 138.41 feet; Course 9, thence South 71°14'04" West, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 10, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 11, thence Southerly along the arc of a non-tangent curve concave Easterly having a radius of 150.00 feet, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 18°45'56" East, 300.00 feet; Course 12, thence North 71°14'04" East, 25.00 feet; Course 13, thence South 18°45'56" East, 315.63 feet; Course 14, thence South 36°19'43" East, 128.96 feet; Course 15, thence South 20°50'43" West, 193.05 feet; Course 16, thence South 06°47'31" East, 236.49 feet to the point of curvature of a curve concave Northerly having a radius of 150.00 feet; Course 17, thence Easterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve being the Southwesterly corner of said Reserved Parcel F-4, said arc being subtended by a chord bearing and distance of North 83°12'29" East, 300.00 feet; thence Easterly along the boundary lines of said Reserved Parcels F-4 and 03 the following 13 courses: Course 1, thence North 06°47'31" West, departing said Westerly line, 50.00 feet; Course 2, thence North 06°12'39" West, 80.71 feet; Course 3, thence North 14°31'01" East, 141.50 feet; Course 4, thence South 66°56'33" East, 50.00 feet; Course 5, thence North 68°07'42" East, 152.15 feet; Course 6, thence North 18°45'56" West, 125.00 feet to a point lying on the Southerly right of way line of Zoun Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 7, thence North 71°14'04" East, along said Southerly right of way line, 40.00 feet; Course 8, thence South 18°45'56" East, departing said Southerly right of way line, 230.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 81°38'47", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 59°35'20" East, 196.12 feet; Course 10, thence North 10°24'43" West, 110.00 feet to a point lying on the Southerly right of way line of Zachary Place, a 50 foot right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 11, thence Easterly along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 40.00 feet, through a central angle of 15°42'24", an arc length of 11.65 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 71°14'04" East 11.62 feet; Course 12, thence South 27°07'08" East, departing said Southerly right of way line, 110.00 feet to a point on a non-tangent curve concave Westerly having a radius of 150.00 feet; Course 13, thence Northerly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°03'28" East, 196.12 feet; Course 14, thence North 18°45'56" West, 105.00 feet; Course 15, thence North 71°14'04" East, 320.00 feet; thence South 16°08'17" East, continuing along said boundary line of Reserved Parcel D-3 and along said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, 979.40 feet; thence South 13°42'58" East, continuing along said Westerly line, 2050.00 feet to the Northwesterly corner of said Lot 10, Block 14; thence along the boundary line of said Lot 10, Block 14, the following 5 courses: Course 1, thence North 76°17'02" East, departing said Westerly line, 125.00 feet to a point lying on the Westerly right of way line of Zonal Court, a variable width right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; Course 2, thence South 13°42'58" East, along said Westerly right of way line, 44.00 feet; Course 3, thence South 23°09'13" West, continuing along said Westerly right of line, 25.00 feet; Course 4, thence South 13°42'58" East, continuing along said Westerly right of way line, 20.00 feet; Course 5, thence South 76°17'02" West, departing said Westerly right of way line, 110.00 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence South 13°42'58" East, along said Westerly line, 549.66 feet to the point of curvature of a curve concave Easterly having a radius of 2940.00 feet; thence Southerly, continuing along said Westerly line and along the arc of said curve, through a central angle of 06°28'01", an arc length of 331.92 feet to the Northwesterly corner of said Lot 16, Block 10, said arc being subtended by a chord bearing and distance of South 16°57'02" East, 331.74 feet; thence along the boundary line of said Lot 16, Block 10, the following 4 courses: Course 1, thence North 69°48'54" East, departing said Westerly line, 125.00 feet to a point lying on said Westerly right of way line of Zonal Court, said point lying on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; Course 2, thence Southeasterly along said Westerly right of way line and along the arc of said curve, through a central angle of 37°48'57", an arc length of 66.00 feet to a point lying on the Westerly right of way line of Zonal Geranium Trail, a right of way as depicted on said Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast, said arc being subtended by a chord bearing and distance of South 39°05'34" East, 64.81 feet; Course 3, thence Southerly, along last said Westerly right of way line and along the arc of a non-tangent curve concave Easterly having a radius of 100.00 feet, through a central angle of 16°12'39", an arc length of 28.29 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 07°00'40" West, 28.20 feet; Course 4, thence South 68°03'08" West, departing said Westerly right of way line, 131.78 feet to the Southwesterly corner thereof, said corner lying on said Westerly line of Subdivision Plat Zebulah's Trail-Section 63 Seminole Woods at Palm Coast; thence Southerly along said Westerly line the following 13 courses: Course 1, thence Southeasterly along the arc of a non-tangent curve concave Northeasterly having a radius of 2940.00 feet, through a central angle of 03°11'46", an arc length of 164.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°32'45" East, 163.99 feet; Course 2, thence South 25°08'38" East, 483.89 feet; Course 3, thence South 64°51'22" West, 345.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 4, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 5, thence North 64°51'22" East, 345.00 feet; Course 6, thence North 64°51'22" East, 345.00 feet; Course 7, thence South 25°08'38" East, 1150.00 feet; Course 8, thence South 64°51'22" West, 105.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 9, thence Southeasterly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°08'38" East, 300.00 feet; Course 10, thence North 64°51'22" East, 105.00 feet; Course 11, thence South 25°08'38" East, 210.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; Course 12, thence Southeasterly along the arc of said curve, through a central angle of 81°38'48", an arc length of 213.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°58'02" East, 196.12 feet; Course 13, thence South 45°00'43" East, along non-tangent line, 744.60 feet to a point lying on the Northerly right of way line of Belle Terre Boulevard, a variable width right of way as presently established; thence Westerly along said Northerly right of way line the following 7 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1420.00 feet, through a central angle of 23°12'37", an arc length of 575.24 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 37°03'49" West, 571.31 feet; Course 2, thence North 41°22'55" West, 4.74 feet to a point on a non-tangent curve concave Northerly having a radius of 1415.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of 40°02'29", an arc length of 988.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°38'20" West, 968.88 feet; Course 4, thence South 88°39'35" West, 211.11 feet; Course 5, thence South 01°20'25" East, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 5689.12 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 00°59'59", an arc length of 99.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°09'36" West, 99.27 feet; Course 7, thence South 89°39'35" West, 994.09 feet; thence Northerly along said Northerly line of said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast the following 5 courses: Course 1, thence North 00°20'25" West, departing said Northerly right of way line, 300.00 feet; Course 2, thence South 89°39'35" West, 127.70 feet; Course 3, thence North 00°20'25" West, 113.58 feet; Course 4, thence North 44°39'35" East, 50.00 feet to the point of curvature of a curve concave Westerly having a radius of 150.00 feet; Course 5, thence Northerly along the arc of said curve, through a central angle of 98°21'02", an arc length of 257.48 feet to the Northeasterly corner of said Lot 13, Block 45, said arc being subtended by a chord bearing and distance of North 04°30'56" West, 227.01 feet; thence along the boundary line of said Lot 13, Block 45, the following 3 courses: Course 1, thence South 36°18'22" West, departing said Northerly line, 110.00 feet to a point lying on the Northerly right of way line of Kainite Court, a 50 foot right of way as depicted on said Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast, said point being a point on a non-tangent curve concave Southerly having a radius of 40.00 feet; Course 2, thence Westerly along said Northerly right of way line and along the arc of said curve, through a central angle of 55°51'28", an arc length of 39.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 81°33'32" West, 37.47 feet; Course 3, thence North 19°33'26" West, departing said Northerly right of way line, 110.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Southwesterly along said Northerly line the following 9 courses: Course 1, thence Southwesterly along the arc of a non-tangent curve concave Southeasterly having a radius of 150.00 feet, through a central angle of 25°47'09", an arc length of 67.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 57°33'10" West, 66.94 feet; Course 2, thence South 44°39'35" West, 238.91 feet; Course 3, thence South 00°20'25" East, 192.13 feet; Course 4, thence South 89°39'35" West, 282.47 feet; Course 5, thence North 00°20'25" West, 50.00 feet to the point of curvature of a curve concave Southerly having a radius of 150.00 feet; Course 6, thence Westerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°39'35" West, 300.00 feet; Course 7, thence South 00°20'25" East, 50.00 feet; Course 8, thence South 89°39'35" West, 253.41 feet; Course 9, thence South 00°20'25" East, 300.00 feet to a point lying on said Northerly right of way line of Belle Terre Boulevard; thence South 89°39'35" West, along said Northerly right of way line, 63.24 feet to the point of curvature of a curve concave Southerly having a radius of 1521.26 feet; thence Westerly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 06°41'48", an arc length of 177.80 feet to the Southeasterly corner of RP 190, as described and recorded in Official Records Book 1004, page 341, of said Public Records, said arc being subtended by a chord bearing and distance of South 86°18'42" West, 177.70 feet; thence North 07°02'15" West, departing said Northerly right of way line and along the boundary line of said RP 190, a distance of 50.00 feet; thence South 78°41'33" West, continuing along said boundary line, 70.00 feet to the Northwesterly corner thereof, said corner lying on said Northerly line of Subdivision Plat Kankakee Run-Section 65 Seminole Woods at Palm Coast; thence Northwesterly along said Northerly line the following 21 courses: Course 1, thence North 30°31'09" West, 57.09 feet; Course 2, thence North 59°28'51" East, 15.00 feet to the point of curvature of a curve concave Westerly having a radius of 225.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of 90°00'00", an arc length of 353.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°28'51" East, 318.20 feet; Course 4, thence North 30°31'09" West, 1215.00 feet; Course 5, thence North 59°28'51" East, 173.41 feet; Course 6, thence North 30°31'09" West, 300.00 feet; Course 7, thence North 59°28'51" East, 80.00 feet; Course 8, thence North 30°31'09" West, 300.00 feet; Course 9, thence North 59°28'51" East, 79.56 feet; Course 10, thence North 19°12'34" West, 1199.35 feet; Course 11, thence North 39°07'43" West, 238.04 feet; Course 12, thence South 89°59'53" West, 270.01 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet; Course 13, thence Southerly along the arc of said curve, through a central angle of 180°00'00", an arc length of 471.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°00'07" East, 300.00 feet; Course 14, thence North 89°59'53" East, 50.00 feet; Course 15, thence South 53°08'34" East, 63.20 feet; Course 16, thence South 30°31'09" East, 6.35 feet; Course 17, thence South 59°28'51" West, 1066.59 feet; Course 18, thence North 30°31'09" West, 660.00 feet; Course 19, thence South 59°28'51" West, 253.41 feet; Course 20, thence North 30°31'09" West, 468.41 feet; Course 21, thence South 59°28'51" West, 300.00 feet; thence North 89°14'34" West, continuing along said Northerly line and its Westerly prolongation, 125.81 feet to a point lying on the Westerly line of said Section 24; thence North 00°46'05" East, along said Westerly line, 1907.73 feet to the Northwesterly corner thereof, said corner also being the Southwesterly corner of said Section 13; thence North 01°12'31" West, along the Westerly line of said Section 13, a distance of 5279.19 feet to the Point of Beginning.

Less and Except Tract 1, also known as Tract "A", as described and recorded in Official Records Book 1907, page 1119, of the Public Records of Flagler County, Florida.

Less and Except the land contained in Warranty Deed recorded in Official Records Book 494, Page 1083, Public Records of Flagler County, Florida.

Containing 1006.36 acres, more or less.

NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 4 day of Sept., 20 24 personally appeared Kristy Goodwin who after providing personally known as identification and who ____ **did**, ✓ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property as described with **Application #** 6549
(# of signs)

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

AND/OR

_____ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

_____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

KSG
Signature of Responsible Party

Kristy Goodwin 391 PCPSW. #1, Palm Coast, FL 32137
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Raven E. Sword
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
RAVEN E. SWORD
MY COMMISSION # HH 348551
EXPIRES: May 12, 2027
SEAL

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

Please attach a photo of posted sign(s).

City of Palm Coast
NOTICE OF PUBLIC HEARING

City of Palm Coast

NOTICE OF PUBLIC HEARING

Application Number: 6549

The City of Palm Coast Planning Board will hold a public hearing on the application at 5:30 PM on 9/22/26

The City of Palm Coast City Council will hold a public hearing on the application at 6:00 PM on 11/2/26 for the 1st Hearing

9:00 AM on 11/20/26 for the 2nd Hearing

___ City Council public hearing not required.

Description of Request

Special Exception ___ Special Use

X Rezoning (Ma Joe Planned Development) ___ Public Use

Ordinance #___

Future Land Use Amendment ___ Plan Public Use

Assessment to MPD Development Agreement to allow for Red Cactus to use the 8" Southbound sewer, granted for Neighborhood Commercial to install gas access to fire pit

Current Zoning: MPD Property Size: 10.17 +/- Acres

Applicant: Joel Livingston, Esq. for Red Cactus Properties, LLC

Public Hearing to be held at

LIVINGSTON & SWORD, P.A.

Attorneys At Law

September 16, 2026

José Papa
Project Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Subject: **Neighborhood Meeting Report — Magnolia Trace Master Planned Development Rezoning (formerly the Oare Master Planned Development); Application No. 6549**

Dear Mr. Papa:

This letter and the enclosed materials constitute the applicant's report of the neighborhood meeting held in connection with the above-referenced application to rezone the property to Master Planned Development. The neighborhood meeting was held on Wednesday, September 2, 2026, from 6:00 p.m. to 8:00 p.m., in the City Hall — Jon Netts Community Wing (Council Chambers), 160 Lake Avenue, Palm Coast, Florida 32164.

In advance of the meeting, written notice was mailed to all property owners located within 500 feet of the project site. A total of 711 notice letters were mailed on or about August 18, 2026, by first-class U.S. mail. The notice letter, dated August 18, 2026, identified the proposed project and the subject parcels, provided the date, time, and location of the meeting, and included a copy of the conceptual master plan (Exhibit D, Tract Map). A copy of the notice letter, together with the list of property owners to whom notice was mailed, is enclosed.

391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
T 386.439.2945
F 866.896.5573
jay.livingston314@protonmail.ch

I attended the meeting as attorney for the applicant, GreenPointe Developers, LLC. Also present on behalf of the applicant and its development team was Brad Odom. Mr. Papa attended on behalf of the City of Palm Coast. The enclosed sign-in sheet reflects the members of the public who attended and signed in. Twenty (20) sign-in entries were recorded, representing approximately twenty-five (25) individuals, as five entries listed two attendees each. Not all attendees necessarily elected to sign in.

Following a presentation describing the proposed project and the City of Palm Coast's development review process, attendees were invited to ask questions and offer comments. The following is a summary of the questions, comments, and concerns raised at the meeting:

- Compatibility and buffering with existing neighborhoods. Attendees requested additional detail regarding the interface between the existing neighborhoods and the proposed development areas along the northern portion of the project, including the transition, setbacks, and buffering between existing homes and proposed lots. Questions were raised concerning the perimeter buffer and whether existing natural vegetation could be maintained to provide adequate screening, with one attendee expressing the view that the existing vegetation was not substantial.

- Conservation areas and future land use. Attendees requested a map or overlay depicting the conservation areas on the property, including the Conservation future land use designation and the conservation easement areas, and questioned the extent to which the project would affect those conservation areas. It was explained to the attendees that only a small percentage of the property is proposed for development, with the balance of the 1,000-plus acres remaining in conservation.

- Stormwater, drainage, and flooding. Attendees raised concerns regarding existing drainage patterns, including stormwater flowing from the neighborhood to the north southward into the project area, and whether the project would alter that drainage or cause flooding by filling low-lying areas. Attendees asked how stormwater runoff would be treated before entering the adjacent wetlands, and inquired about the two existing City drainage canals that traverse the property and whether the project would impact them. Several attendees referenced flooding experienced in the adjacent neighborhoods following Hurricane Milton and expressed concern regarding the project's potential effect on flooding and stormwater storage.

- Airport proximity. Attendees asked about the project's proximity to the Flagler Executive Airport and the applicability of the Airport Overlay to the project.

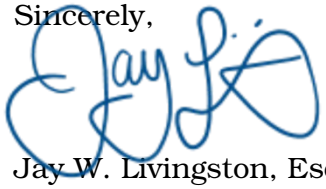
- Neighborhood commercial uses. In discussing the uses permitted within the proposed neighborhood commercial component of the project, attendees expressed opposition to the location of a gas station within it.

- Agricultural / "agrihood" concept. An attendee suggested that the project, or a portion of it, incorporate an agricultural or "agrihood" component, and asked whether the zoning code would permit such a use. The attendee referenced several examples, including New Field Farm in Palm City, Florida; [Sartuna?] Springs in Clay County, Florida; and EchoFarmCommunity.org.

- Requests for project materials. Attendees requested copies of certain project materials, including the project survey (ALTA), the conceptual master plan detail depicting the canals, and a graphic showing the adjacent properties surrounding the project.

Please let me know if you require any additional information regarding the neighborhood meeting. Thank you for your assistance with this matter.

Sincerely,



Jay W. Livingston, Esq.
Attorney for GreenPointe Developers, LLC

Enclosures:
1. Notice letter dated August 18, 2026 (with conceptual master plan)
2. List of property owners to whom notice was mailed
3. Neighborhood meeting sign-in sheet (September 2, 2026)

August 18, 2026

NOTIFICATION OF NEIGHBORHOOD MEETING
FOR THE MAGNOLIA TRACE MASTER PLANNED DEVELOPMENT REZONING

RE: Proposed Development Project – Magnolia Trace Master Planned Development

Dear Property Owner:

A Neighborhood Meeting to discuss the application for rezoning to Master Planned Development for the project known as Magnolia Trace (formerly the Oare Master Planned Development), located in Palm Coast, Flagler County, Florida, and identified by parcel ID #s 13-12-30-0650-000A0-0010, 24-12-30-0650-000A0-0010, 19-12-31-0650-000C0-0011, 19-12-31-4110-00T10-0000, 19-12-31-4120-00T20-0000, 19-12-31-4130-00T30-0000, 24-12-31-4140-00T40-0000, and 24-12-31-4150-00T50-0000, is scheduled for **Wednesday, September 2, 2026 from 6:00 p.m. to 8:00 p.m. in the City Hall – Jon Netts Community Wing (Council Chambers), 160 Lake Avenue, Palm Coast, FL 32164**.

The proposed Master Planned Development for Magnolia Trace will modify the existing Oare Master Planned Development as follows:

Oare MPD	Magnolia Trace MPD

• Age-in-place retirement community
• 754 residential units authorized:
  • 544 dwelling units (504 active-adult & 20 single-family)
  • Up to 120 extended-care units
  • Up to 60 assisted-living beds
• Borrow pit of 25.5 acres
	• Reduced development — 210 fewer units
	• Maximum 544 residential dwelling units, a mix of:
	  • Single-family detached
	  • Townhomes, Multifamily (capped at 150 dwelling units)
	• Neighborhood commercial component
	• Continues to incorporate the Age-in-Place lifestyle

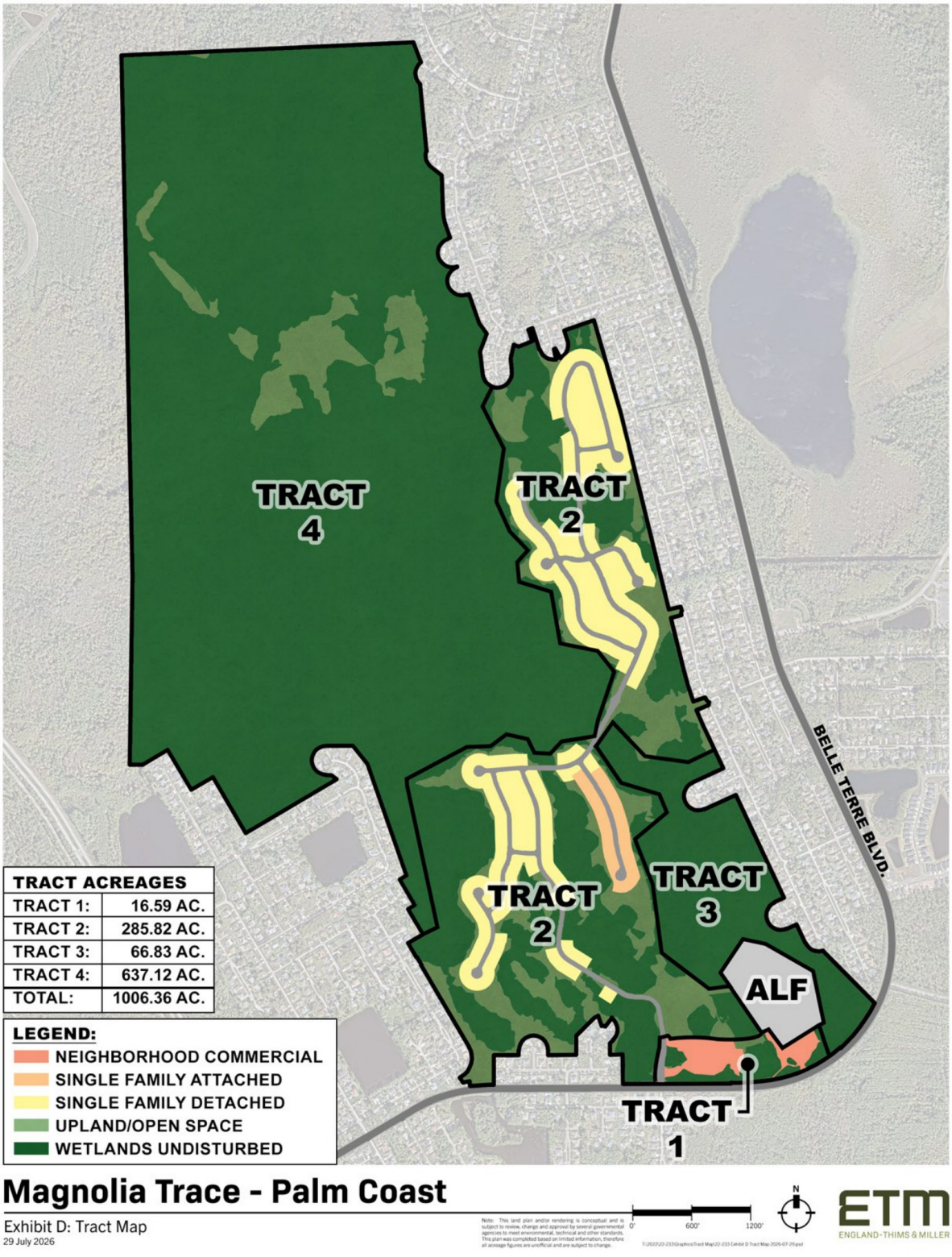
A copy of the conceptual master plan is attached for your use and reference.

At the meeting, there will be a presentation about the proposed project, followed by an opportunity for attendees to ask questions and provide comments. We hope you can attend to learn about the proposed project and the development review process at the City of Palm Coast. If you have any questions, please contact me at (386) 439-2945.

Sincerely,

Jay W. Livingston, Esq.
Attorney for GreenPointe Developers, LLC

Conceptual Master Plan — Exhibit D, Tract Map



27 ZAUN TRAIL TRUST
PO BOX 360
FLAGLER BEACH, FL 32136

3DRE LLC
2800 N 6TH STREET 790
ST AUGUSTINE, FL 32084

4 ZINC PL LAND TRUST & HAMMOCK MANAGEMENT LLC TRUSTEE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

4 ZITHER COURT TRUST
PO BOX 350225
PALM COAST, FL 32135

40 KASHMIR TRAIL LAND TRUST & HAMMOCK MANAGEMENT LLC TRUSTEE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

69 KASHMIR TRAIL LLC
34194 AURORA RD #128
SOLON, OH 44139

7 ZOFFWOOD CT LAND TRUST
1945 CHARRINGTON DR
WEST BLOOMFIELD, MI 48324

8 ZOELLER CT LAND TRUST & HAMMOCK MANAGEMENT LLC TRUSTEE
3225 MCLEOD DRIVE SUITE 777
LAS VEGAS, NV 89121

ABARCAR ROBERTO R
90 PARK TERRACE EAST
APT 1H
NEW YORK, NY 10034

ABATINO MARIA E
236 MALLARD COURT
YORKTOWN HEIGHTS, NY 10598

ADAMS HOMES OF NORTHWEST FLORIDA INC
100 W GARDEN STREET
SECOND FLOOR
PENSACOLA, FL 32502

AFFORDABLE HOMES OF TREASURE COAST LLC TRUSTEE
2431 ATLANTIC BLVD
FORT PIERCE, FL 34949

ALCINDOR CYRIACUS & TINA L H&W
14 KASBAH PLACE
PALM COAST, FL 32137

ALEGRE ESTEBAN RAFAEL & MARIE ELIZABETH FARIAS ISASI H&W
2534 E LEHIGH AVE
PHILADELPHIA, PA 19125

ALERS CARLOS & DEBORAH H&W
1 ZAUNSTOWN PLACE
PALM COAST, FL 32164

ALEXANDER JOHN D JR
18 KALANCHOE COURT
PALM COAST, FL 32137

ALEXANDER LANDON & TRAN NGO H&W
17 KALANCHOE COURT
PALM COAST, FL 32164

ALLEN EFFIE MAE
6 ZAMARO PL #2
PALM COAST, FL 32164

ALLEN NEAL CHANCELLOR & AUBREE JEAN STAFFORD
11 ZONAL GERANIUM CT
PALM COAST, FL 32164

ALMAZAN ANTONIO BITANGA & FREDESWINDA LEANO ALMAZAN H&W TRUSTEES
14 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

ALMEIDA MIGUEL & BETH ERIN ALMEIDA H&W
10 ZORACH PLACE
PALM COAST, FL 32164

ALMEIDA RUDOLPH & CHARLOTTE M ALMEIDA H&W
39 KALAMAZOO TRAIL
PALM COAST, FL 32164

ALRIDGE DIAMOND & MARCUS H&W
118 KARAS TRAIL
PALM COAST, FL 32164

ALT HOMES LLC
39 AUDUBON LANE
FLAGLER BEACH, FL 32136

ALVAREZ DALIA S LIFE ESTATE
43 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

AMMIRATI JEANINE
183 ERIC DRIVE
PALM COAST, FL 32164

ANDERSON MICHAEL T
21 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

ANDRE ALLEN & SANDRA ANDRE
7 ZACHARIAS PLACE
PALM COAST, FL 32164

ANDREWS VALERIE
TRUSTEE
15 CORDOBA COURT
PALM COAST, FL 32137

ANGEVINE JEFFREY PAUL
13 KAISER PLACE
PALM COAST, FL 32164

ANTONETTI NANCY & JOSE MANUEL SR AMC
4 ZACHARIAS PLACE
PALM COAST, FL 32164

ANTONINI MELINDA & LUIS H&W
11 ZINNIA TRAIL
PALM COAST, FL 32164

ANZALONE ROSARIO & MARIA
8461 N FURNO TERR
CRYSTAL RIVER, FL 32629

ARLOTTA ANDREW J & JESSICA S H&W
55 ZINNIA TRAIL
PALM COAST, FL 32164

ARRUDA DENISE E & RUSSELL J W&H LIFE ESTATE
15 KATHYRN PLACE
PALM COAST, FL 32164

ARUTYUNYANTS ALEXANDER & KARINA H&W
19 KAFFIR LILY PLACE
PALM COAST, FL 32164

AYERS RICHARD THORNE & PATRICIA MATTINGLY H&W
61 KASHMIR TRAIL
PALM COAST, FL 32164

BAER LEWIS W & JUDITH E H&W
20 KATHRYN PLACE
PALM COAST, FL 32164

BAER STACEY W
10 KAINITE COURT
PALM COAST, FL 32164

BAILEY COREY & MILAGROS MARBELLA MEDINA BARRERA H&W
5 ZAFTIG COURT
PALM COAST, FL 32164

BAKER BONNIE L & DAVID A W&H
62 ZAUN TRAIL
PALM COAST, FL 32164

BALASUNDRAM REUBEN S
113 KARAS TRAIL
PALM COAST, FL 32164

BALBOA KATHERINE ANNE
3 ZAMMER COURT
PALM COAST, FL 32164

BALTZLEY TIM R & KARI ANN E H&W
40 ZINNIA TRAIL
PALM COAST, FL 32164

BARBERA PETER M TRUSTEE
14 KALANCHOE COURT
PALM COAST, FL 32164

BARILE GERARD
65 KALAMAZOO TRAIL
PALM COAST, FL 32164

BARKOSKIE ADAM E & LAUREN E BARKOSKIE H&W
18 ZEPHYR LILY PLACE
PALM COAST, FL 32164

BARNESKI STEVE E & LISA M H&W
6262 SABLE PALM STREET
BUNNELL, FL 32110

BASKIN DENIS Y
10 PEYTON PL
PALM COAST, FL 32164

BASNETT GREGORY K & BONITA C RENNA
23 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

BAUER JUDITH
142 SHIPMAN ROAD
SUNBURY, PA 17801

BAUMAM JOHN M
57 ZINNIA TRAIL
PALM COAST, FL 32164

BEALE ANNA E & JOHN J & SUE C BEALE H&W JTWROS
6 ZINC PLACE
PALM COAST, FL 32164

BEAUDET JOHN P & PATRICIA A
6 ZACHARIAS PLACE
PALM COAST, FL 32164

BELL ALEXANDER & JEANEEN M H&W
44 N RIVERWALK DRIVE
PALM COAST, FL 32137

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

BENOIT ERIC JULIAN
193 RADER SCHOOL RD
RENFREW, PA 16053

BENTON DAVID & JESSICA H&W
39 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BERRY KIM ALLAN & ELISABETH H&W
6 KATRINA PLACE
PALM COAST, FL 32164

BERTISH THEORA E LIFE ESTATE
54 KALAMAZOO TRL
PALM COAST, FL 32164

BINDER MICHAEL J & JOAN M H&W
16 ZINC PLACE
PALM COAST, FL 32164

BINDER YURIY & POLINA TRUSTEES
239 DUNHAMS CORNER ROAD
EAST BRUNSWICK, NJ 08816

BLITZ EDWARD & JANNETTE D H&W LIFE ESTATE
35 ZAUN TRAIL
PALM COAST, FL 32164

BLOW MELISSA & RICKY H&W
3 KAINITE PLACE
PALM COAST, FL 32164

BOATNER LUCAS DONALD
51 ZINNIA TRAIL
PALM COAST, FL 32164

BOGGS DONNA LIFE ESTATE
14 ZACHARIAS PLACE
PALM COAST, FL 32164

BOKANOSKI JOHN & ASHLEY L H&W
12 KATRINA PL
PALM COAST, FL 32164

BOLSER SANDRA GAIL & RONALD W&H
36 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

BONDARCHUK VICTOR
6307 N E 4TH AVE
VANCOUVER, WA 98665

BOUDREAU JAMIE & JASON H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BOUDREAU JASON & JAMIE H&W
4 KALMAR PLACE
PALM COAST, FL 32164

BRADY VIKTORIYA
1100 CANOPY WALK LANE
APT 1122
PALM COAST, FL 32137

BRAGG ROOSEVELT
3 KATHRYN CT
PALM COAST, FL 32164

BRANNAN TALMADGE L
20 POLLY COURT
COVINGTON, GA 30016

BRASLAVSKIY MIKHAIL
79 AVENUE U #28
BROOKLYN, NY 11223

BREA JUAN J & CHRISTINA D H&W
36 ZAUN TRAIL
PALM COAST, FL 32164

BREGAUDIT REYNALDO A
4 RIVERGLEN DRIVE
THIELLS, NY 10984

BRITT JOSEPH D SR & KAREN E H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BRITT JOSEPH JR & KAREN H&W LIFE ESTATE
48 KASHMIR TRAIL
PALM COAST, FL 32164

BROCKWAY TRISHA FLOYD
39 ZINNIA TRAIL
PALM COAST, FL 32164

BROWN H DUANE & MARY JANE BROWN H&W
15 KALAMAZOO TRAIL
PALM COAST, FL 32164

BROWN PHILIP
8 ZOFFWOOD COURT
PALM COAST, FL 32164

BUCHSBAUM MICHAEL & PATRICIA BUCHSBAUM JTWROS
13 KASHMIR TRL
PALM COAST, FL 32164

BUNNELL LG LLC
PO BOX 357742
GAINESVILLE, FL 32635

BURGGRAF WILLIAM H & BETTY H&W
9 ZINC PL
PALM COAST, FL 32164

CACCAVALE JOSEPH
3 ZINC PLACE
PALM COAST, FL 32164

CAHILL PHILIP & KAREN TERRANCE JTWROS
36 KALAMAZOO TRAIL
PALM COAST, FL 32164

CAMPBELL CASEY W & MELISSA J H&W
13 WHITTIER LANE
PALM COAST, FL 32164

CAMPBELL GREGORY C & ERIKA J H&W
9 KALE COURT
PALM COAST, FL 32164

CAMPBELL ROBERT R & JANICE H&W
PO BOX 2443
BUNNELL, FL 32110

CARDONA ADRIAN AMET &
DALILA A H&W LIFE
ESTATE
3 KAFTAN COURT
PALM COAST, FL 32164

CASTRO ALEJANDRO &
ERNESTINA
90-22 202ND STREET
HOLLIS, NY 11423

CATALANO MICHELE M
LIFE ESTATE
42 ZAUN TRAIL
PALM COAST, FL 32164

CATE BARBARA D
1 ZIEGLER PLACE
PALM COAST, FL 32164

CAVA JOSEPH A & LAUREN
M CAVA
2 ZONAL COURT
PALM COAST, FL 32164

CECIL LARRY E & GINA D
H&W
880 CR 302
BUNNELL, FL 32110

CERON OMAR GILDARDO &
EUFRACIA MEJIA JTWROS
1 ZORRO CT
PALM COAST, FL 32164

CHANDLER JOSHUA &
REBECCA LYNN
CHANDLER H&W
13 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

CHANEY ANDREA RANARD
11 ZOFFINGER PL
PALM COAST, FL 32164

CHANEY GENE EDWARD
11 KALANCHOE CT
PALM COAST, FL 32164

CHAO SARON & MOS M
CHAO W&H
4 ZOFFWOOD COURT
PALM COAST, FL 32164

CHATMON TYRONE
15 KATRINA PLACE
PALM COAST, FL 32164

CHEREMNYKH VIKTORIYA
& YURIY V CHEREMNYKH
JTWROS
18 ZORACH PLACE
PALM COAST, FL 32164

CHU ROBERT LEY & MARIA
JULIA H&W
4224 WOODFARE LANE
NORTHWEST
KENNESAW, GA 30152

CINTRON JULIO C JR &
CAROL MOELLENDORF II
H&W
4 ZAUN CT
PALM COAST, FL 32164

CITY OF PALM COAST
FLORIDA
160 LAKE AVENUE
PALM COAST, FL 32164

CLARK MATTHEW & STACY
PORTINARI JTWROS
67 KALAMAZOO TRAIL
PALM COAST, FL 32164

CLARK RICHARD S &
ELIZABETH M H&W
8 KASHGAR COURT
PALM COAST, FL 32164

CLARKE JENNIFER
7605 GLENWOOD RD
BROOKLYN, NY 11236

CLAYBURN ERIC
10 ZONAL COURT
PALM COAST, FL 32164

CLIFFORD HOUSE LLC
39 FARRADAY LANE
PALM COAST, FL 32137

CLOER LORI ANN RUNDELL
TRUSTEE
70 ZAUN TRAIL
PALM COAST, FL 32164

CLYMER TROY L & TRACEY
L H&W
27 ZOELLER COURT
PALM COAST, FL 32164

COLE GARY W LIFE
ESTATE
10 KAISER PLACE
PALM COAST, FL 32164

COMIAN X TAX LIEN FUND
LLC
700 ROUTE 130 N STE 101
CINNAMINSON, NJ 08077

CONNER ROBERT M
3 ZODIAC PLACE
PALM COAST, FL 32164

COOPER THOMAS M &
DAWN A COOPER H&W
5 ZANZIBAR COURT
PALM COAST, FL 32164

COPSY JOHN
4 ZONAL COURT
PALM COAST, FL 32164

CORBETT THOMAS A &
LOUISE A H&W
6 ZAUN COURT
PALM COAST, FL 32164

CORTE-REAL LIDIA LIFE
ESTATE
5 ZAMORO PL
PALM COAST, FL 32164

COULSON SCOTT & CATHY HAMILTON JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

COULTER TIMOTHY J & LINDA P H&W
54 KASHMIR TRIAL
PALM COAST, FL 32164

COURY RICHARD ALEXANDER & TERI SUSAN HOLLEY JTWROS
61 KALAMAZOO TRAIL
PALM COAST, FL 32164

COVELL STANLEY DEAN TRUST
12 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

COWLES RONALD E
2 ZAMORO PLACE
PALM COAST, FL 32164

CRANDALL JONAH CHRISTOPHER
49 KALAMAZOO TRAIL
PALM COAST, FL 32164

CRISMAN JAMES E & SHERRI A H&W LIFE ESTATE
41 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRISP GERARD A
37 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CRONE CALVIN & JESSICA H&W
23 ZINNIA TRAIL
PALM COAST, FL 32164

CUCCINELLO NICHOLAS & ROSANNE S H&W
4 ZOFFINGER PLACE
PALM COAST, FL 32164

CUMBER LAUREN B & BRADLEY O CUMBER H&W
16 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM JEAN & ORVILLE LIFE ESTATE
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM MICHAEL
8848 78TH STREET
WOODHAVEN, NY 11421

CUNNINGHAM MICHAEL ANTONIO
38 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

CUNNINGHAM ORVILLE & JEAN LIFE ESTATE
4 ZORACH PLACE
PALM COAST, FL 32164

CUNNINGHAM OSWALD G & DELORES CLARK
2 ZOELLER COURT
PALM COAST, FL 32164

CUNNINGHAM PERUAL G & SHIRLEY H&W
6 ZORACH PLACE
PALM COAST, FL 32164

CUOMO ANTHONY & DOREEN H&W
17 KAFFIR LILY PLACE
PALM COAST, FL 32164

D'AMICO VICTORIA LYNN & JOHN JR H&W
636 SPRINGHARBOR DRIVE
WOODSTOCK, GA 30188

DA SILVA JENISSA DENEE LEITE & VINCIUS LEITE DA SILVA H&W
7 ZANZIBAR COURT
PALM COAST, FL 32164

DALLER CODY A & JENNA N DAVIS JTWROS
60 ZAUN TRAIL
PALM COAST, FL 32164

DAVIDSON ALFRED A & HAZELEY A H&W
70 BURNELL DRIVE
PALM COAST, FL 32137

DAVIS GREGORY A & HELEN MARIE DAVIS H&W
16 ERICKSON PLACE
PALM COAST, FL 32164

DAVIS THOMAS A & JERI L H&W
24 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DAWLEY DAVID J & CYNTHIA J DAWLEY TRUSTEES
2 KALORAMA COURT
PALM COAST, FL 32164

DAY PHILLIP A & MAUREEN L
71 KATHLEEN TRAIL
PALM COAST, FL 32164

DEAN JACK D & ANA M AMC
40 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

DEBOER BEATRIX MARIA & JAMES B SIMMONS SR H&W
6 ZODIAC PLACE
PALM COAST, FL 32164

DEGUZMAN BERTY S & ALICE A H&W
21 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEKOKER SCOTT & ROBIN H&W
1 KALORAMA COURT
PALM COAST, FL 32164

DELGADO JOSE LOUIS &
ELDA MARIA H&W
10 ZINC PLACE
PALM COAST, FL 32164

DELUCA FELIX A JR &
DIANA J H&W
1 ZAMIA PLACE
PALM COAST, FL 32164

DEMATTO FRANCIS L &
MARIA H&W
24 KAFFIR LILY PLACE
PALM COAST, FL 32164

DEMERS ALLEN S &
MICHELLE H&W
8 ZACHARIAS PLACE
PALM COAST, FL 32164

DENNIS J ROSSI &
KATHLEEN I ROSSI TRUST
4175 SANORA LN
ORMOND BEACH, FL 32174

DEONARINE INDARJIT &
OOMROUTIE DEONARINE
TRUSTEES
10 ZONAL GERANIUM TRAIL
PALM COAST, FL 32137

DEPASQUALE ANTHONY J
& MEGAN E MURPHY
JTWROS
5 ZEOLITE PLACE
PALM COAST, FL 32164

DERBUS ALEKSANDER
PALDISKI MNT
149-56 TALLINN ESTONIA
13517
,

DERILUS FRANTZ
120 SW SEA LION RD
PORT ST LUCIE, FL 34953

DESENA BERNARD &
CHRISTI LYNN DEWITT
DESENA H&W
58 KALAMAZOO TRL
PALM COAST, FL 32164

DHANANI RAJESH
608 JACKSON HILL STREET
HOUSTON, TX 77007

DIETRICH SHAWN & DIANA
DAY H&W LIFE ESTATE
9 ZODIAC PL
PALM COAST, FL 32164

DILELLO VINCENT C &
SALLIE M H&W
4 KAINITE PLACE
PALM COAST, FL 32164

DILLARD RONALD E &
BEVERLY M PEREZ
59 ZINNIA TRAIL
PALM COAST, FL 32164

DIMILLO JOHN M & KIRI A
W&H
17 KAISER PLACE
PALM COAST, FL 32164

DINGMAN MICHAEL S &
DAINORA P AMC
7 KAFFIR LILY PLACE
PALM COAST, FL 32164

DINI ALEX & THERESA H&W
TRUSTEES
12 STEINBACH PLACE
WESTWOOD, NJ 07675

DIPPOLITO SHAWN & TORI
ANTHONY JTWROS
52 KALAMAZOO TRAIL
PALM COAST, FL 32164

DOBBYN DARREN &
MEGAN STAUFFACHER
JTWROS
16 ZOELLER CT
PALM COAST, FL 32164

DODSON RONALD &
CHARLOTTE DODSON H&W
202 SUMMERHAZE COURT
ORMOND BEACH, FL 32174

DOEZIE JAMES A & JUDY K
LO H&W
22516 LAKE FOREST LANE
LAKE FOREST, CA 92630

DONAGHY KATHLEEN
35 ZINNIA TRAIL
PALM COAST, FL 32137

DONALD PEARL COWART
55 KALAMAZOO TRAIL
PALM COAST, FL 32164

DONGOSKE WARREN W &
SONYA T H&W
25 KAFFIR LILY COURT
PALM COAST, FL 32164

DORSTEN RYAN & KARA
DORSTEN H&W
15 ZONAL COURT
PALM COAST, FL 32164

DOVAL JESUS PEREZ &
MAYRA BEATRIZ MATA
PEREZ H&W
26 ZINNIA TRAIL
PALM COAST, FL 32164

DOWNER GWENDOLYN
TRUSTEES
17 ZAUN TRAIL
PALM COAST, FL 32164

DRIEMEIER ALLEN BRETT
KATHRYN DRIEMEIER
JTWROS
34 ZINNIA TRAIL
PALM COAST, FL 32164

DUNCAN TODD STEWART &
JEANNE ANN H&W
12 ZINNIA TRAIL
PALM COAST, FL 32164

DYCUS DWAYNE C &
NATALYA GENNADYEVNA
DYCUS H&W
59 KALAMAZOO TRAIL
PALM COAST, FL 32164

DYKEMAN ADRIAN B &
LAURA STEPHENSON
JTWROS
2 KAFTAN COURT
PALM COAST, FL 32164

EBERLIN HEATHER
18 ZONAL CT
PALM COAST, FL 32164

EDGINGTON IRIS E
13 ZIEGLER PLACE
PALM COAST, FL 32164

EDWARDS JAMES W &
MARTHA B EDWARDS H&W
9 KATSURA TREE PLACE
PALM COAST, FL 32164

EECL PROPERTIES LLC
27 WILDWOOD RD
SAG HARBOR, NY 11963

EECL PROPERTIES LLC
45 NEW YORK 25A STE D2
SHOREHAM, NY 11786

EHLEN DANIEL &
STEPHANIE H&W
35 KASHMIR TRAIL
PALM COAST, FL 32164

EHREN JORDAN TAYLOR &
BRANDI TAM DIHN &
MICHAEL LEE EHREN &
BRITT ALMAN H&W ET AL
2824 W PAXTON AVENUE
TAMPA, FL 33611

EILBECK JEFFREY M &
CONNIE M H&W
3 KAINITE CT
PALM COAST, FL 32164

ELLIOT WAYNE W & MARY
E H&W
41 ZINNIA TRL
PALM COAST, FL 32164

EP SAMMIT & PEO UM EP
H&W
2 ZAUNSTOWN PLACE
PALM COAST, FL 32164

ERNST ROBERT A & MARY
RUSSELL ERNST H&W
15 EDITH POPE DRIVE
PALM COAST, FL 32164

ERNST ROY C & MICHELLE
R H&W
22 KATHRYN PLACE
PALM COAST, FL 32164

ESCALANTE JOSEPH L
31 CHEROKEE DRIVE
SPRINGFIELD, MA 01109

ESTELA SPECS 6 LLC
2601 S BAYSHORE DRIVE
18TH FL
COCONUT GROVE, FL
33133

ESTELA SPECS 9 LLC
2601 S BAYSHORE DRIVE
18TH FL
COCONUT GROVE, FL
33133

ESTES DENNIS J
2 KAINITE PL
PALM COAST, FL 32164

EVANS WILDA Y & JOHN
SCOTT H&W
55 KASHMIR TRAIL
PALM COAST, FL 32164

EXCALIBUR ENERGY
GROUP LLC
11 SEA DRIFT TERRACE
ORMOND BEACH, FL 32176

FALIS OTO & MONIKA
FALISOVA H&W
47 ZINNIA TRAIL
PALM COAST, FL 32164

FALLON VERA
15 ZOFFER CT
PALM COAST, FL 32164

FARON STEVEN D &
VERONICA B H&W
21 ZOFFER COURT
PALM COAST, FL 32164

FENTY JOSHUA VINCENT
37 KALAMAZOO TRAIL
PAIM COAST, FL 32164

FERGUSON ANJELLA E
3310 NILES STREET
SILVER SPRING, MD 20906

FERGUSON-SIMMONS
SHERYL & DAVID ANDRE
W&H
4 KASHGAR COURT
PALM COAST, FL 32164

FERMIN RAUL E &
CONCEPCION C H&W
1128 WEST DRUMMOND PL
CHICAGO, IL 60614

FERREIRA ANDREA &
CLAUDIA CORRALES
JTROWS
6 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FERREIRA BRIAN & MARIA
FERREIRA JTWROS
1 EASTWICK PLACE
PALM COAST, FL 32164

FIELDS GREGORY JAMES &
SARAH F H&W
5 ZACHARY PL
PALM COAST, FL 32164

FIGUEROA JENNIFER F
8 ZAHAROFF
PALM COAST, FL 32164

FKH SFR N LP FIRSTKEY HOMES
600 GALLERIA PARKWAY
SUITE 300
ATLANTA, GA 30339

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLAGLER HOLDINGS III LLC
PO BOX 2228
FLAGLER BEACH, FL 32136

FLEER GALINA
18 ZINC PLACE
PALM COAST, FL 32164

FLINCHUM SUSAN D
34 ZAUN TRAIL
PALM COAST, FL 32164

FLORES CARMEN
30 RENSHAW DRIVE
PALM COAST, FL 32164

FLORIDA LAND TRUST NO 3530 FORTUNA DR FLA
TRUST SERVICES LLC TRUSTEE
PO BOX 6367
JACKSONVILLE, FL 32236

FORESTIER JOSEPH F & SANDRA J
42 CENTRAL STREET
SAUGUS, MA 01906

FOSTER ANTHONY E JR & MELISSA S TRUSTEES
3 KALE COURT
PALM COAST, FL 32164

FOWLER SAMUEL & LINDSAY H&W
4 ZAUNSTOWN PLACE
PALM COAST, FL 32164

FREIGI RABIH Z & ALLISON A FREIGI H&W
16 ZINNIA TRAIL
PALM COAST, FL 32164

FULLMAN STEPHEN P
4 ZEPPELIN COURT
PALM COAST, FL 32164

FURMANEK REX & EMILIA PAFFUMI JTWROS
13 ZINNIA COURT
PALM COAST, FL 32164

GALINDO REX K & DANA L GALINDO H&W
PO BOX 2290
FLAGLER BEACH, FL 32136

GALUSHA JOHN M & REBECCA C H&W
8 KALANCHOE CT
PALM COAST, FL 32164

GALVAN JOSUE & MARISOL H&W
PO BOX 220
BUNNELL, FL 32110

GANO LUBOMIR & KLAUDIA GANOVA H&W
25 SCRANTON PKWY
OXFORD, NJ 07863

GANTERT MICHAEL EDWARD & DONNA O H&W
3 ZOFFWOOD CT
PALM COAST, FL 32164

GARCIA CARMEN TRUSTEE
2387 SW 5TH STREET
MIAMI, FL 33135

GARCIA JOAQUIN JR & JOAQUIN GARCIA SR JTWROS
8 ZODIAC PL
PALM COAST, FL 32164

GARDNER ALBERT T LIFE ESTATE
5 KAISER CT
PALM COAST, FL 32164

GARDNER JOHN RIDGELY JR LIFE ESTATE
C/O VIRGINIA CRAVEN
5502 GORDONSVILLE RD
KESWICK, VA 22947

GENDLER GREGORY A & ZINAIDA GENDLER H&W
564 HEATHERTREE LANE
SAN JOSE, CA 95129

GENOVESE ANTHONY
90 S PENNINGTON RD
NEW BRUNSWICK, NJ 08901

GERASIMENKO YEVGENIY & JULIE AMC
9991 SARATOGA DRIVE NORTHEAST
SALEM, OR 97305

GESSWEIN F CLARK & JANICE H
15120 HONSENA DRIVE
CENTREVILLE, VA 22020

GIACCONE AXEL A & RAMON M GIACCONE TIC
718 TURKEY CREEK
ALACHUA, FL 32615

GIBSON CHRISTINA & JAQUELINE KISSMAN JTWROS
50 KASHMIR TRAIL
PALM COAST, FL 32164

GIRALDO WILI N OCAMPO & ELVIA A HURTADO RAMIREZ H&W
49 ZINNIA TRAIL
PALM COAST, FL 32164

GLASER ROBERT A
24 NORTHVIEW RD
NEW PROVIDENCE, NJ
07974

GLIKINA MARINA &
STANISLAV GLIKIN W&H
12 WALTER PLACE
PALM COAST, FL 32164

GMYR VITALIY
10 KALORAMA COURT
PALM COAST, FL 32164

GOLDBERG DAVID S &
AMANDA J RASLOWSKY
H&W
116 KARAS TRAIL
PALM COAST, FL 32164

GOLLON COREY J & LAURA
G H&W
11 ZINNIA COURT
PALM COAST, FL 32164

GOMES GERALD E
9 ZINNIA COURT
PALM COAST, FL 32164

GOMEZ ADONIS KHALIL &
JAZMIN ISABELLA
VALENCIA-GOMEZ H&W
6 KAFFEE CT
PALM COAST, FL 32164

GONZALEZ MARIELA M
2 ZODIACAL PLACE
PALM COAST, FL 32164

GOODMAN BRITTNEY
JANEE & STEVEN L BROWN
JTWROS
61 ZINNIA TRAIL
PALM COAST, FL 32164

GORALSKI ANDREW
JOSEPH & IRENE H&W
44 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

GORDON BRUCE
1 KATHRYN PLACE
PALM COAST, FL 32164

GORDON ROY
14 ZODIAC PLACE
PALM COAST, FL 32164

GOSS WILLIAM ANTHONY &
KIM MARIE H&W
31 KASHMIR TRL
PALM COAST, FL 32164

GOURIN ALEXANDER
45 NORTHSHORE DRIVE
PALM COAST, FL 32137

GRATI IGOR
3845 MAPLE AVE
BROOKLYN, NY 11224

GRATI IGOR & VIOREL
SANDUTA & INA
SIRETEANU H&W
29 LAGARE STREET
PALM COAST, FL 32137

GRAVELLE DONNA M &
DENNIS R GRAVELLE
JTWROS
20 KALAMAZOO TRL
PALM COAST, FL 32164

GREENSLADE BROS LLC
205 WEST LAMBERT
STREET
BUNNELL, FL 32110

GREISS THOMAS & JOANN
H&W & LOUIS MICHAEL
GREISS JTWROS
28 ZEPHYR LILY TRL
PALM COAST, FL 32164

GRETCHEN GLENN D &
KRISTI H&W
6 ZACHARY PLACE
PALM COAST, FL 32164

GRIEST DAVID ALLAN &
MICHELLE HARRIS H&W
LIFE ESTATE
60 KASHMIR TRL
PALM COAST, FL 32164

GRIFFITH CHAD &
HARMONY M LOTT H&W
18 ZINNIA TRAIL
PALM COAST, FL 32164

GRIFFITH KAREN KEMBA
GRIFFITH JTWROS
6 KAINITE PL
PALM COAST, FL 32164

GRILLI JACK & ILISSA
SHAPIRO H&W
316 2ND ST
GREENPORT, NY 11944

GRIMES JAMES B &
SHARON M H&W
42 KALAMAZOO TRAIL
PALM COAST, FL 32164

GRISHIN DENIS V
277 SAYRE DRIVE
PRINCETON, NJ 08540

GROHOLSKI THOMAS
16 ZEPHYR LILY PLACE
PALM COAST, FL 32164

GUERCIN VITALINE &
SANDRA GUERCIN
JTWROS
115 KARAS TRAIL
PALM COAST, FL 32164

GULPE VLADIMIR &
TATIANA H&W
22 EMPIRE DRIVE
BRADFORD ONTARIO
CANADA L3Z 4J1,

GUNDY WILLIAM W &
TAMMY L LONGO JTWROS
14 ZINNIA TRAIL
PALM COAST, FL 32164

GUTIERREZ LINDA D
113 MADELENA DR
LA HABRA, CA 90631

GUZMAN OSVALDO
1 CARDWELL COURT
PALM COAST, FL 32137

HAGERTY MARILYN R
3 ZAUNSTOWN PLACE
PALM COAST, FL 32164

HAKOBYAN SIRANUSH
83 ZAUN TRAIL
PALM COAST, FL 32164

HAMILTON CATHY A &
SCOTT S COULSON
JTWROS
13 KATSURA TREE PLACE
PALM COAST, FL 32164

HAMPTON JORDAN
ALEXANDRA & DAVID
BRANDON HAMPTON W&H
500 SHADY OAKS DR APT
106
PALM COAST, FL 32164

HARTZLER MARK D
8 ZITHER COURT
PALM COAST, FL 32164

HASH DALE EDWARD &
ALICE FAY H&W
2 ZANZIBAR CT
PALM COAST, FL 32164

HASHEM EHAB
ABDELSALAM & OMNEYA R
IBRAHIM H&W
10 ZIEGLER PLACE
PALM COAST, FL 32164

HAVLIN LAUREL
68 ZAUN TRAIL
PALM COAST, FL 32164

HAYES ALEXANDER &
RACHEL H&W
3 ZONAL CT
PALM COAST, FL 32164

HEAR THEANG SOK &
HEANG HEAR JTWROS
4758 ALLISON CREEK RD
YOUR, SC 29745

HEERASINGH SAVITRIE &
FRANKLIN HEERASINGH
101-11 159TH AVE
HOWARD BEACH, FL 11414

HENDERSON CHARLES E &
KATHY G TRUSTEES
10 ZACHARIAS PLACE
PALM COAST, FL 32164

HENRY MATTHEW SEAN
37 ZINNIA TRAIL
PALM COAST, FL 32164

HERBST ALICIA & RICHARD
H&W
13 KATRINA PLACE
PALM COAST, FL 32164

HERMANN BONNIE & LYLE
W&H
16 KALAMAZOO TRL
PALM COAST, FL 32164

HERNANDEZ FELIX MARIO
& MARIA ELENA H&W
8 KAINITE COURT
PALM COAST, FL 32164

HERNANDEZ MARGARITA
57 ZAUN TRAIL
PALM COAST, FL 32164

HIDAKA FABIO A & JULIA
RANGEL DE MELLO H&W
23 ZONAL CT
PALM COAST, FL 32164

HODGES CHARLES &
ALICIA BURY JTWROS
2 ZAMMER COURT
PALM COAST, FL 32164

HOFER PATRICIA W LIFE
ESTATE
41 ZAUN TRAIL
PALM COAST, FL 32164

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE
BOULEVARD
MELBOURNE, FL 32935

HOLMAN T NELLY
764 LIVINGSTON DR
ALLEN, TX 75002

HOOKER MELVIN &
PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32164

HOOKER MELVIN &
PATRICIA H&W
3 LLETHORNE PLACE
PALM COAST, FL 32137

HOOVER RANDY A & JONI L
LOMBARDI JTWROS
13 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

HORROCKS TOBY & CATHY
H&W
317 22ND ST S
FLAGLER BEACH, FL 32136

HORTON ROBERT E &
BRENDA A H&W
5 KAFFIR LILY PLACE
PALM COAST, FL 32164

HORTON SUZANNE
47 ZONAL GERANIUM TRAIL
PLAM COAST, FL 32164

HUBER WALTER RUSSELL
GUARDIAN FOR RUSSELL
W HUBER
5 KAISER PLACE
PALM COAST, FL 32137

HUDA SYED M
31 ZINNIA TRAIL
PALM COAST, FL 32164

HUEMME PETER F JR &
DOROTHY
28 ABBOTT LANE
HICKSVILLE, NY 11801

HUERTA JUAN G &
JENNIFER M H&W
17 KATHRYN PLACE
PALM COAST, FL 32164

HUGHES LISA & SUSAN M
LESAGE TIC
17851 SW 4TH CT
PEMBROKE PINES, FL
33029

HUMPHREY WAYNE ALAN
& KELLY PERKINS CLARK
JTWROS
18 ZONAL GERANIUM CT
PALM COAST, FL 32164

HUNT-WILSON VICKIE L
3 ZACHARIAS PL
PALM COAST, FL 32164

HUTH RONALD SCOTT &
JACQUELINE MARIE HUTH
H&W
27 KALAMAZOO TRAIL
PALM COAST, FL 32164

IANIRO ALBERT III & NINA
H&W LIFE ESTATE
28 KASHMIR TRAIL
PALM COAST, FL 32164

IBRAHIM OMNEYA R
10 ZIEGLER PLACE
PALM COAST, FL 32164

INVITATION HOMES 7
FLORIDA LP
C/O INVITATION HOMES
2525 FRYE ROAD STE 300
CHANDLER, AZ 85224

JACKSON ANDREW III &
JOLEEN RHAE H&W
29 KASHMIR TRAIL
PALM COAST, FL 32164

JACKSON GREG &
ANGELICA H&W
95-1050 PAKAU ST
MILILANI, HI 96789

JACOBSON DOUGLAS R
P O BOX 920
BUNNELL, FL 32110

JAMES CHERYL L
9 ZORACH PLACE
PALM COAST, FL 32164

JAMES MARTHA P LIFE
ESTATE
15 ZORRO COURT
PALM COAST, FL 32164

JAMWANT DEVANAND
8759 114TH ST
RICHMOND HILL, NY 11418

JIMENEZ GUILLERMO
56 KALAMAZOO TRAIL
PALM COAST, FL 32164

JOAN F TAYLOR
REVOCABLE LIVING
TRUSTEE AGREEMENT
24 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

JOHN R & MARGOT H&W &
JONATHAN P MUIR &
NICHOLAS G TRUSTEES
JTWROS
11 KASTAL DRIVE
RIDGE, NY 11961

JOHNSON ANNIE LOUISE
14 ZOFFER COURT
PALM COAST, FL 32164

JOHNSON-BIRKETT
ANGELA RENEE & CAREY
JOHNSON-BIRKETT ACM
1 ZAMMER COURT
PALM COAST, FL 32164

JOHNSON DORIC JOYCE
289 MADISON AVE
IRVINGTON, NJ 07111

JOHNSON GARY E &
ANTONINA H&W
15 ZOELLER COURT
PALM COAST, FL 32164

JOHNSON REBECCA
10 KATRINA PLACE
PALM COAST, FL 32164

JOHNSON WAYMON SR &
LYNELL F JORDAN H&W
17 ZINC PLACE
PALM COAST, FL 32164

JOHNSTON THERESA L
9 ZONAL COURT
PALM COAST, FL 32164

JOHNSTON TODD E
1 ZEIDLER PLACE
PALM COAST, FL 32164

JONES LAURA ANNA &
KENNETH BRUCE H&W
66 ZAUN TRL
PALM COAST, FL 32164

JORGE MERCEDES LIFE
ESTATE
742 NW 173 TERR
PEMBROKE PINES, FL
33029

KAHOUD RAYMOND
GEORGE TRUSTEE
9 KALANCHOE COURT
PALM COAST, FL 32164

KANE BARBARA
8 KAFFEE CT
PALM COAST, FL 32164

KASHEPAROV DANIEL
VALENTIN
65 KASHMIR TRAIL
PALM COAST, FL 32164

KASPARIAN PAUL
2310 SHELL AVE
INDIALANTIC, FL 32903

KATE PROPERTY GROUP
LLC
57 NEW LEATHERWOOD
DR
PALM COAST, FL 32137

KEECH NICHOLAS
RUSSELL & GWINDOLYN M
KEECH H&W
26 KALAMAZOO TRAIL
PALM COAST, FL 32164

KEGEL BONNIE E &
MICHAEL J WAYNE
16 KAISER PLACE
PALM COAST, FL 32164

KEHRLE GWYN D &
MATTHEW W&H
16 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

KELLEY RAYMOND SCOTT
& DENNIS MICHAEL YOUNG
AMC
5 ZAMIA PLACE
PALM COAST, FL 32164

KENNEY TIMOTHY & ROBIN
H&W
14 KAISER PLACE
PALM COAST, FL 32164

KEO SOKHOM DANNY &
RUTH DUL H&W
792 BRAHMA ST
PASO ROBLES, CA 93446

KETTERER AARON &
KRISTIN H&W
2 ZOFFWOOD CT
PALM COAST, FL 32164

KIDD JUSTIN & ALYSSA
H&W
3 FOX HOLLOW DRIVE
ORMOND BEACH, FL 32174

KILLMAN CRAIG R
11 KASBAH PLACE
PALM COAST, FL 32164

KINCAID JERRY & SONYA
H&W
6 KASBAH PLACE
PALM COAST, FL 32164

KING AMANDA
4 KALORAMA CT
PALM COAST, FL 32164

KING J MARSHALL &
SHARON M H&W
20 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

KINNEY DOUGLAS &
PATRICIA H&W LIFE
ESTATE
63 ZAUN TRAIL
PALM COAST, FL 32164

KLEINER LARISA
11 WOLFE DRIVE
HILLSBOROUGH, NJ 08844

KNOTT KELLY JO & TROY
ALLEN KNOTT W&H
7 ZOFFER CT
PALM COAST, FL 32164

KNOX MICHAEL & KAREN L
H&W LIFE ESTATE
15 ZINC PLACE
PALM COAST, FL 32164

KNYKIN OLEG & IRINA A
KNYKIN H&W
53 KASHMIR TRL
PALM COAST, FL 32164

KOENIG DAVID W & LYNN S
H&W
2 ZAMIA PLACE
PALM COAST, FL 32164

KONDOR FRANK J &
JOANNE M H&W
26 KAFFIR LILY PL
PALM COAST, FL 32164

KONDRATIUK RUSLAND &
IVAN KONDRATIUK &
DARYNA KONDRATIUK
JTWROS
7863 DOE TRAIL WAY
ANTELOPE, CA 95843

KOONS CINDY PATTERSON
& ROY S PATTERSON III &
TOM PATTERSON
407 TYLER STREET
SANDUSKY, OH 44870

KOREN RAYMOND & JULIE
H&W
1215 BALLAST POINT DR
MANTEO, NC 27954

KORI SUBASH G TRUSTEE
9541 5TH PLACE
LORTON, VA 22079

KORTH DONNA M &
JOSEPH F W&H
18 ZIEGLER PL
PALM COAST, FL 32164

KOVALCHUK ELENA &
VICTOR H&W
3458 SPRING ROSE WAY
SACRAMENTO, CA 95827

KRAMME SCOTT &
MARGARET H&W
1 ZACHARY PL
PALM COAST, FL 32164

KRASSOVSKIY ALEXANDR
& LYUDMILA
KRASSOVSKAYA
7 KATHRYN COURT
PALM COAST, FL 32164

KRUELSKIE JOSHUA L
6 ZINNIA COURT
PALM COAST, FL 32164

KUCHAR THEODORE
36 KASHMIR TRAIL
PALM COAST, FL 32164

KUCKUCK JAROD
28 ZINNIA TRAIL
PALM COAST, FL 32164

KUHN EDWARD T &
COLLEEN M H&W
7 KATSURA TREE PL
PALM COAST, FL 32164

KULBAKA ALLA
25 ZAUN TRAIL
PALM COAST, FL 32164

KULESKI GLORIA TRUSTEE
48 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

KUZHEL ANGELA
18 KATHRYN PLACE
PALM COAST, FL 32164

KUZMIN VERA
PO BOX 352293
PALM COAST, FL 32135

LACOSTE VIRGINIA &
ROBERT W MULKEY AMC
12 ZINNIA COURT
PALM COAST, FL 32164

LADYZHINSKY LEV & ELLA
H&W LIFE ESTATE &
GENNADY LADYZHINSKY &
RIMMA GOLDBERG
4 ZANZIBAR CT
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

LAIRD DANIEL & SHANDRA
H&W
12 ZONAL COURT
PALM COAST, FL 32164

LAKE POINTE VILLAS LLC
185 CYPRESS POINT
PKWY, STE 7
PALM COAST, FL 32164

LANE KENT & LAURA
MADDOCK H&W
29352 LAS CRUCES
LAGUNA NIGUEL, CA 92677

LATOUCHE ROBERT
19 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

LAUGHLIN JAMES ROBERT
NEILSON & NANCY IRENE
H&W
15 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

LAWRENCE RANDALL LEE
& BARBARA BROCK H&W
6 ZONAL COURT
PALM COAST, FL 32164

LE GOUARD MATTHIEU
EDOUARD RENE & JENA
CHERI SINGH H&W
4 ZONAL GERANIUM CT
PALM COAST, FL 32164

LEASURE TERRY L &
DOLLIE L H&W
24 KASHMIR TRL
PALM COAST, FL 32164

LEDESMA WALTER
2330 SW 6TH ST
MIAMI, FL 33135

LEEMAN LORNE L & LISA K
H&W
30 KALAMAZOO TRAIL
PALM COAST, FL 32164

LEGARDA GEORGE
PAUNAN & JANETHLYN
GERALDE H&W
17 ZINNIA CT
PALM COAST, FL 32164

LENNON JOHN & SHEILAH
CLARK H&W
8 KALE COURT
PALM COAST, FL 32164

LEONARD NICHOLAS
24 ZORACH PLACE
PALM COAST, FL 32164

LEVITIN YEVGENIYA &
CHRISTOPHER J CHAPUT
W&H
106 RIVER STREET
JERSEY CITY, NJ 07302

LEWANDOWSKI JAMES
67 ZAUN TRAIL
PALM COAST, FL 32164

LEWIS LEVERN BILL &
PATRICIA LYNN LEWIS
TRUSTEES
57 KALAMAZOO TRAIL
PALM COAST, FL 32164

LINDAHL JACOB DANIEL &
BRIANNA MARIE H&W
16 ZODIAC PLACE
PALM COAST, FL 32164

LINDSTROM EDWIN O III
TRUSTEE
7 ZEOLITE PLACE
PALM COAST, FL 32164

LINZAN FRANK P & MARIA
M SOTO JTWROS
19 ZAUN TRAIL
PALM COAST, FL 32164

LOCKWOOD DON E &
ARDELE C H&W
10 ZITHER COURT
PALM COAST, FL 32164

LOPEZ RONALD A &
JESSENIA H&W
4 KATSURA TREE PLACE
PALM COAST, FL 32164

LOVELACE LEYLA
1796 OCEAN SHORE BLVD
ORMOND BEACH, FL 32176

LUCCA ANTHONY JOSEPH
& STEVEN WESLEY
HAZZARD JTWROS
45 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

LUCKETT JOSEPH CURRIE
PO BOX 982
DAYTONA BEACH, FL 32115

LUZIO EDWARD DENNIS &
DANIEL LAVON LUZIO
JTWROS
19 ZITHER COURT
PALM COAST, FL 32164

M & T LES PROPERTIES
19 EMMONS LANE UNIT A
PALM COAST, FL 32164

MADRIZ ALBA
4 KING ARTHUR CT
CASSELBERRY, FL 32707

MAGUIRE BARBARA K
57 KASHMIR TRAIL
PALM COAST, FL 32164

MAHAN THOMAS & JUDY
H&W
20 ZEPHYR LILY TRL
PALM COAST, FL 32164

MANDT PATRICIA M
44 ZINNIA TRAIL
PALM COAST, FL 32164

MARACHA DIOSDADO
43 GERARDINE PLACE
NEW CITY, NY 10956

MAREYEV VAL & ALLISON
MAREYEV & YEVGENIYA
MAREYEVA TRUSTEES
JOINT TRUST
12 ZAUN TRAIL
PALM COASTA, FL 32164

MARGIOTTA FRANK J &
CONNIE S H&W
11 KAISER PLACE
PALM COAST, FL 32164

MARINEZ KATARZYNA
39 ZAUN TRAIL
PALM COAST, FL 32164

MARQUES FERNANDO
SILVA
89 GOLDEN HILLS RD
DANBURY, CT 06811

MARTIN DONOVAN & LORI
MARTIN H&W
72 KASHMIR TRAIL
PALM COAST, FL 32164

MARTINEZ ARNOLDO JOSE
& RUTH P ONOFRE AMC
14 ZINNIA COURT
PALM COAST, FL 32164

MARTINO PATRICIA &
JOSEPH MARTINO W&H
6 ZEOLITE PL
PALM COAST, FL 32164

MARUSAK MICHELE D &
JAMES ROSS JR & LINDA R
HUGHES
2440 SOUTHVUE DR
PITTSBURGH, PA 15241

MARUT JOSEPH A & DAWN
P KNOWLDEN
74 ZAUN TRL
PALM COAST, FL 32164

MARZILLI RICHARD P
2 ZODIAC PL
PALM COAST, FL 32164

MASER KIMBERLY JOY &
JUSTIN MICHAEL H&W
9 ZACHARIAS PLACE
PALM COAST, FL 32164

MATHERS WILLIAM R &
SHARON L VALLASTER
JTWROS
42 ZINNIA TRAIL
PALM COAST, FL 32164

MATOS JACINTO JOSE &
DOMINGAS LURDES H&W
LIFE ESTATE
46 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MATYI DANIEL JOHN & TINA
MARIE H&W CO-TRUSTEES
8 ZACHARY PLACE
PALM COAST, FL 32164

MAXWELL BARBARA
73 ZAUN TRAIL
PALM COAST, FL 32137

MAZUR JANUSZ
5318B CANOGA AVE
WOODLAND HLS, CA 91364

MCBRIDE MAI W LIFE ESTATE
6 ZOFFINGER PLACE
PALM COAST, FL 32164

MCCABE SEAN WILLIAM & MADISON SCHALIE H&W
7 ZONAL GERANIUM COURT
PALM COAST, FL 32164

MCCOY DOMINIQUE B
18130 KARA CT
TAMPA, FL 33647

MCDONALD RICHARD TODD & MICHELE RENEE MCDONALD H&W
14 ZINC PL
PALM COAST, FL 32164

MCGUIRE TIMOTHY J & BOBBI MCGUIRE H&W
22 ZORACH PLACE
PALM COAST, FL 32164

MCKEOWN ERIN
3 ZAMORO PLACE
PALM COAST, FL 32164

MCKEOWN ERIN M
3 ZAMORO PLACE
PALM COAST, FL 32164

MCKINNEY TIFFANY & JERMAINE W&H
4 KAISER COURT
PALM COAST, FL 32164

MCLEVY MALCOLM J & DONNA SACHI H&W
37 FAIRCHILD DR
BETHEL, CT 06801

MCMILLAN DAVID G & EILEEN M MCMILLAN H&W
19 ZINNIA TRAIL
PALM COAST, FL 32164

MCPHERSON MICHAEL C & DOROTHY T H&W LIFE ESTATE
P O BOX 1725
BUNNELL, FL 32110

MEAD JULIA N
23 ZAUN TRAIL
PALM COAST, FL 32164

MEDINA ALBERT & BETSABE PEREZ
7 KAISER PLACE
PALM COAST, FL 32164

MEDINA RAFAEL A
5 KALANCHOE CT
PALM COAST, FL 32164

MEDLEY DAVID ALPHONSO
10 ZONAL GERAMIUM COURT
PALM COAST, FL 32164

MENDEN MICHAEL T & BEATRICE L MENDEN H&W
9 ZOELLER COURT
PALM COAST, FL 32164

MENDEZ EFRAIN & DORA ALICIA H&W
2 ZINNIA COURT
PALM COAST, FL 32164

MERCADO ROBERT
178 PRITCHARD DR
PALM COAST, FL 32164

MICELI NICHOLAS S & AMELIA G H&W
43 EAST 45TH STREET
BAYONNE, NJ 07002

MID FLORIDA HOUSING PARTNERSHIP INC
1834 MASON AVE
DAYTONA BEACH, FL 32117

MILES VICTOR L SR & DYNEL E H&W
3 ZINNIA CT
PALM COAST, FL 32164

MILLER REBECCA L & GEORGE SHERMAN MILLER W&H
6 KATHRYN PLACE
PALM COAST, FL 32164

MIRAL CORP
636 BROADWAY STE A
SAN DIEGO, CA 92101

MIZRAHI YONEH
1472 52RD STREET APT 6C
BROOKLYN, NY 11219

MOLNAR MICHAEL A & JENNIFER LYNN H&W
12 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

MONKEVITCH EUGENE
46 N PARK CIRCLE
PALM COAST, FL 32137

MONROE WALTER B IV & TERESA M H&W
17 KASBAH PL
PALM COAST, FL 32164

MOORE TIRRELL MICHAEL & LASHAKIA DESQUESHEEL MOORE H&W
38 ZINNIA TRAIL
PALM COAST, FL 32164

MORCOS SELIM A & MARY
28204 KENTON LANE
SANTA CLARITA, CA 91350

MORIE WILLIAM & RENEE H&W
1 ZEPPELIN COURT
PALM COAST, FL 32164

MORRISON MONICA E LIFE ESTATE
33 ZINNIA TRAIL
PALM COAST, FL 32164

MORRISSEY FREDERICK GEORGE JR & ROSWITHA H&W LIFE ESTATE
11 KASHMIR TRAIL
PALM COAST, FL 32164

MOXSON SOPHIA
2525 DEER HOLLOW
HUDSON, OH 44236

MOY SO SIM & KWOK HAY MOY
84 COOLIDGE ST
BROOKLINE, MA 02146

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MROCHKO TARAS & TETIANA H&W
63 WOOD HAVEN DRIVE
PALM COAST, FL 32164

MUIR LINDA C
19 ZORACH PLACE
PALM COAST, FL 32164

MUNSEY DAVID E & ALICE M H&W
111 KARAS TRAIL
PALM COAST, FL 32164

MYERS CHERYL & TIMOTHY AMC
23 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

NAIR GOPINATHAN G & SHYAMALA H&W
6 ZOFFER CT
PALM COAST, FL 32164

NARONA LLC
21 CLASSIC COURT
PALM COAST, FL 32137

NEE KARLTON G
68-34 LOUBET STREET
FOREST HILLS, NY 11375

NELSON MATTHEW & ERIN GRIFFIN H&W
1 ZINC PL
PALM COAST, FL 32164

NEMETH MILANA
25 ZOELLER COURT
PALM COAST, FL 32164

NESTE MARILYN G LIFE ESTATE
21 ZONAL GERANIUM COURT
PALM COAST, FL 32164

NGUYEN NGOC LAN THI & TRUONG NGUYEN W&H
1195 EUREKA AVE
LOS ALTOS, CA 94024

NGUYEN THAO LY THI
9 KASHGAR COURT
PALM COAST, FL 32164

NICOLOSI NEIL V TRUSTEE
3 KAISER COURT
PALM COAST, FL 32164

NORBERG RICHARD & LINDA H&W
9 ZONAL GERANIUM COURT
PALM COAST, FL 32164

NUNEZ ALBERT SR & ALEXANDRIA H&W
21 KATHRYN PLACE
PALM COAST, FL 32164

NUVIEW TRUST CO FBO LILIYA TEMNOROD IRA & MIKHAIL TEMNOROD IRA
280 S RONALD REAGAN BLVD #200
LONGWOOD, FL 32750

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, P.A.
P.O. BOX 612
DELAND, FL 32721

OBERDIER JAMES MYRON & YEZAIRA YVETTE RIVERA H&W
7 KASBAH PLACE
PALM COAST, FL 32164

OCHOA CLAUDIA
37 WESTERN CONCOURSE
AMITY HARBOR, NY 11701

OFFORD JOHN & CONNIE H&W
6121 WEST 117TH AVENUE
CROWN POINT, IN 46307

OLMEDA DIANE
40 HAMILTON STREET
ALLENTOWN, NJ 08501

ONE THIRD CONSTRUCTION LLC
4 BRIGHTON ROAD SUITE 204
CLIFTON, NJ 07012

OSIBORSKI KEITH
8 ZINC PLACE
PALM COAST, FL 32164

OTLR BMO 2 LLC
4 BRIGHTON RD #204
CLIFTON, NJ 07012

OTLR BMO 3 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

OWEN TERRENCE W &
ANNETTE C H&W & TERRY-
ANN E OWEN JTWROS
17 ZORRO COURT
PALM COAST, FL 32164

OWENS DEBORA
4 KAINITE COURT
PALM COAST, FL 32164

PADILLA FELIX & IRNA H&W
5 KAFFEE COURT
PALM COAST, FL 32164

PAGAN RAUL E & CARMEN
R
11 ZONAL GERANIUM TRL
PALM COAST, FL 32164

PAGANO PAUL PHILIP LIFE
ESTATE
30 ZINNIA TRAIL
PALM COAST, FL 32164

PAHANISH PAULA K
16 ZIEGLER PLACE
PALM COAST, FL 32164

PALM COAST PROPCO LLC
45 BROADWAY 25TH
FLOOR
NEW YORK, NY 10006

PANASENKOV OLGA &
SERGEY H&W
12300 PUEBLO RD
GAITHERSBURG, MD 20878

PANEK JEFFREY
129 EAST DEZENG STREET
CLYDE, NY 14433

PAPPAS MARTHA &
OURANIA
1160 84TH STREET
BROOKLYN, NY 11228

PAREDES-PUCCI JORGE H
& GRACIELA N PAREDES
H&W
40 ZAUN TRAIL
PALM COAST, FL 32164

PARGAS PAUL & AINO
C/O TINA SAVO
2521 RYCE DR.
WALDORF, MD 20601

PARKER KEITH & DEBRA R
H&W
9 KAFFIR LILY PLACE
PALM COAST, FL 32164

PAVLOVSKA SVETLANA
2 ZAFTIG COURT
PALM COAST, FL 32164

PEER MICHAEL VAUGHN
72 ZAUN TRAIL
PALM COAST, FL 32164

PEMBER ROBERT E & M
JENNIFER H&W
23 KAFFIR LILY PLACE
PALM COAST, FL 32164

PENA KIARA FRAGUADA &
GABRIEL RAMOS H&W
64 ZAUN TRAIL
PALM COAST, FL 32164

PENEGOR DIANE LYNN &
MICHAEL ARTHUR W&H
4 ZODIACAL PL
PALM COAST, FL 32164

PEREIRA ANDRE &
DELLAMARIE H&W
80 FORRESTER PLACE
PALM COAST, FL 32137

PEREZ DE ALEJO JORGE L
& DANIEL A PEREZ DE
ALEJO
417 LIBERTY ST
LITTLEFERRY, NJ 07643

PERRY SESWICK DONALD
4639 ARTESIAN ROAD
LAND O LAKES, FL 34638

PETRETTI CHARLENE
30 ZAUN TRAIL
PALM COAST, FL 32164

PHELPS DAVID & CHERYL
PHELPS H&W
8 ZINNIA CT
PALM COAST, FL 32164

PHELPS NATHAN ANDREW
& AMBER LYNN H&W
13 ZOFFER COURT
PALM COAST, FL 32164

PHIPPS ALICE MARIE &
JAMES MARK WATSON
H&W LIFE ESTATE
20 ZITHER COURT
PALM COAST, FL 32164

PICONE LESLIE E &
CHARLES G MACALUSO
W&H
45 KALAMAZOO TRL
PALM COAST, FL 32164

PINAEVA YOURI & IRINA
H&W & KRISTINA &
EKATERNIA KOTENKO
JTWROS
74 KASHMIR TRL
PALM COAST, FL 32164

PINO RAUL M & TERESA J
PINO H&W
5 KALE COURT
PALM COAST, FL 32164

PITTMAN CASSANDRA SUE
& JAMES ANTHONY
GONZALES JTWROS
3 ZACHARY PLACE
PALM COAST, FL 32164

PLATZER RENATE SHADY
OAKS
3204 QUEEN PALM DRIVE
EDGEWATER, FL 32414

POGAS KATHY & STACY V
TINGER JTWROS
24 KALAMAZOO TRL
PALM COAST, FL 32164

POILLUCCI CESIDIO &
MARGARET
10 KASBAH PLACE
PALM COAST, FL 32137

PONTORNO ALLEN LIFE
ESTATE
20 WENDOVER LANE
PALM COAST, FL 32164

POORE JACKIE W & DAWN
E OAKWOOD-POORE H&W
11 ZIEGLER PLACE
PALM COAST, FL 32164

POTEKHIN YEVGENIY &
ELLA H&W
16711 COLLINS AVE APT
1202
SUNNY ISLES BEACH, FL
33160

PRATTE ALAIN J II &
REBECCA A PRATTE H&W
16 ZINNIA COURT
PALM COAST, FL 32164

PRICE NORA E
19 ZORRO COURT
PALM COAST, FL 32164

PRIMELLES CELIA
ALEJANDRA LIFE ESTATE
9021 SW 21 STREET
MIAMI, FL 33165

PRITT RICHARD J
51 AUBERRY DR
PALM COAST, FL 32137

PRONESTI CARMELLO M &
KAYLA B H&W
7058 WATER MILL ST
PALMETTO, FL 34221

PROPERTY POTENTIAL LLC
29 HAMMOCK BEACH
PKWY
PALM COAST, FL 32137

PYTEL NICOLE
18 ZINNIA COURT
PALM COAST, FL 32164

QUINN THOMAS P & ADELE
M H&W LIFE ESTATE
11 ZITHER COURT
PALM COAST, FL 32164

RANKIN LYNN EDMONDS
12 KASBAH PL
PALM COAST, FL 32164

RAUCH JOSEPH T &
BARBARA E
7300 MARISA DRIVE
GREENSBORO, NC 27455

RAUSCHER DARYL & LANA
H&W
PO BOX 607
BUNNELL, FL 32110

RAWLINS KEVIN DALTON &
JEAN FRIEDL H&W
45 KASHMIR TRAIL
PALM COAST, FL 32164

REBARBER FRED
241 S RIVERWALK DRIVE
PALM COAST, FL 32137

REINSMITH MARTIN
675 CONCORD RD
NAZARETH, PA 18064

REIS MANUEL & MARIA
REIS
235 LAKE STREET
VERNON, CT 06066

RESTREPO CESAR
AGUSTO
17 ZONAL CT
PALM COAST, FL 32164

RETTAGLIATA RONALD &
BARBARA
182 WOEHRLE AVE
STATEN ISLAND, NY 10312

REYES BYRON F & GINA A
H&W
1137 AMBER VISTA LANE
KNOXVILLE, TN 37914

REYNOLDS TIMOTHY &
MARIE H&W
35 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

REZNICHENKO IGOR &
NADEZHDA CHEBAN H&W
11 ZINC PL
PALM COAST, FL 32164

RICHARDSON WILMA LIFE
ESTATE
63 KALAMAZOO TRAIL
PALM COAST, FL 32164

RIEHL ROBERT TRUSTEE
16 MADISON AVE
PORT CHESTER, NY 10573

RINKER ROBERT R & LINDA
L H&W
8 KAFFIR LILY PLACE
PALM COAST, FL 32164

RIORDAN CYNTHIA
9 EDWIN LN
PALM COAST, FL 32164

RIVERA JESSICA
2 KASHGAR CT
PALM COAST, FL 32164

RIVERA OSVALDO &
STEPHEN P FULLMAN
JTWROS
4 ZEPPELIN COURT
PALM COAST, FL 32164

ROBERTS GRIGOR &
HAKOBYAN SIRANUSH
JTWROS
6 ZAMIA PLACE
PALM COAST, FL 32164

ROBERTS PERRY LEE &
KATHLEEN D H&W
3 ZAMIA PLACE
PALM COAST, FL 32164

RODA STELLA I & NANCY M
RODA TRUSTEES
P O BOX 218
WILLOUGHBY, OH 44096

RODRIGUEZ ANGEL &
CHRISTINE H&W
117 KARAS TRAIL
PALM COAST, FL 32164

RODRIGUEZ ERIC
3510 DURHILL STREET
HOUSTON, TX 77025

RODRIGUEZ LILIANA DEL
CARMEN & MELODY NAZAL
SIVRI JTWROS
11 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

RODRIGUEZ SANDRA
12 ZIEGLER PLACE
PALM COAST, FL 32164

RODRIGUEZ VILMA &
JASMINE FLORES FLORES
JTWROS
110 KARAS TRAIL
PALM COAST, FL 32164

RODRIQUEZ IRMA L
12 KASHGAR CT
PALM COAST, FL 32164

ROESCH JEFF J JAMES SR
& MARIA T H&W
9 ZOFFINGER PLACE
PALM COAST, FL 32164

ROESCH JEFFREY J &
MARIA T H&W
11 ZAUN TRL
PALM COAST, FL 32164

ROLLOFF BETTY JANE
1 ZODIAC PLACE
PALM COAST, FL 32164

ROSIEK DAVID A &
ELIZABETH A H&W
48 ZAUN TRAIL
PALM COAST, FL 32164

ROTHEY STEPHANIE
SNOW & ALLEN GEORGE
JR H&W
5 ZAHAROFF PLACE
PALM COAST, FL 32164

ROWSELL CHARLES JR &
SIEW LEE-ROWSELL H&W
8 KALORAMA COURT
PALM COAST, FL 32164

RUBIN JEANNETTE M &
DALE M TRUSTEES
14 ZITHER COURT
PALM COAST, FL 32164

RUBINO ANTHONY
THOMAS
4 ZAMMER COURT
PALM COAST, FL 32164

RUIZ FRANCISCO & DENISE
RUIZ H&W
68 KALAMAZOO TRAIL
PALM COAST, FL 32164

RUPE NICHOLAS SCOTT &
PATRICIA ANN RUPE H&W
7 KAFFEE COURT
PALM COAST, FL 32164

RYNNE BERNADETTE I
6020 DALAFIELD AVE
RIVERDALE, NY 10471

SABEK AMR & SANDRA
LILIANA RODRIGUEZ H&W
12 ZIEGLER PLACE
PALM COAST, FL 32164

SALYERDS STEPHEN C
13 ZORACH PLACE
PALM COAST, FL 32164

SAMOFAL ALEKSANDR &
YELENA SAMOFAL H&W
100 BROOK AVE
STATEN ISLAND, NY 10306

SANCHEZ ANTHONY J &
JESSICA R H&W
8 KAINITE PLACE
PALM COAST, FL 32164

SANCHEZ JOSE A & LUISA
A & ALIDA G SANCHEZ
18711 NW 79 COURT
MIAMI, FL 33015

SANCHEZ KRYSTEL
AILEMA & RICHARD W&H
9 KAISER PLACE
PALM COAST, FL 32164

SANDOR SYLVESTER R &
ANNE H&W TRUSTEES
30 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

SANGSTER GEORGE
1 ZEOLITE PLACE
PALM COAST, FL 32164

SANITATE FRANCES C
29 ZAUN TRAIL
PALM COAST, FL 32164

SANTA MARIA DAVID A &
DENISE L SANTA MARIA
H&W
48 KALAMAZOO TRAIL
PALM COAST, FL 32164

SANTOS FERNANDO S
SOSA & JANIL D VALENCIA
H&W
5 ZODIAC PLACE
PALM COAST, FL 32164

SAPIR DMITRY & INES
SAPIR H&W
12 RIVERBEND
PALM COAST, FL 32137

SATHYAMURTHY
VENKATESAN
111 BUMBLE BEE CIRCLE
SHREWBURY, MA 01545

SCHENCK DOUGLAS L &
SHANNON H&W
4 KASBAH PL
PALM COAST, FL 32164

SCHMIDT SIEGMUND &
CHRISTINA H&W
27 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

SCHROEDER DANIEL M &
LINKA M TRUSTEES
760 VALA DRIVE
SANTA BARBARA, CA 93111

SCHUBERT MATTHEW K &
JOANNE H&W
3 ZONAL GERANIUM
COURT
PALM COAST, FL 32164

SEAGATE HOMES LLC
185 CYPRESS POINT
PARKWAY SUITE 7
PALM COAST, FL 32164

SEARFOSS RONALD ELERY
& DAE BOO SEARFOSS
H&W
13 KAFFIR LILY PLACE
PALM COAST, FL 32164

SECOND AVENUE SFR
HOLDINGS III LLC
SECOND AVE C/O RYAN
LLC P O BOX 4900
SCOTTSDALE, AZ 85261

SEELEY GARY & TAMMY
H&W TRUSTEES
4081 CAMPA LANE
ORMOND BEACH, FL 32174

SEIFERT MICHAEL BLAINE
& KRISTYN TAYLOR
STEFFENS TIC
4 ZIEGLER PLACE
PALM COAST, FL 32164

SFR JV-2 2024-2
BORROWER LLC
TRICON RESIDENTIAL C/O
RYAN LLC P O BOX 4900
SCOTTSDALE, AZ 85261

SHEEHAN RALPH G LIFE
ESTATE
ACI #115 38996 HWY 82
ASPEN, CO 81611

SHERMAN ALEXANDER &
LUBA H&W
7011 CHIALA LANE
SAN JOSE, CA 95129

SHEVNINA ILONA &
ANDREY AFANASYEV H&W
34 KALAMAZOO TRL
PALM COAST, FL 32164

SHOLES PAUL MICHAEL
6 ZOFFWOOD COURT
PALM COAST, FL 32164

SHPAK BRIAN J
25 KASHMIR TRAIL
PALM COAST, FL 32164

SHVARTSBEYN BORIS &
RAISA TRUSTEES
96 PALMWOOD DRIVE
PALM COAST, FL 32164

SIDNEV DMITRY & YULIA
FOMINOVA H&W
7312 NW 25TH TER
BOCA RATON, FL 33496

SIM PASCUAL P & AUREA B
BELTRAN-SIM
75-18 193 ST
FRESH MEADOWS, NY
11366

SINCLAIR STEPHANIE
73 KASHMIR TRAIL
PALM COAST, FL 32164

SINGH GULWATANPREET
14 ZORACH PLACE
PALM COAST, FL 32164

SINISHTAJ TOLIJA &
CATHERINE
4 ZEBULON PLACE
PALM COAST, FL 32164

SKIDMORE RANDELL &
VICKI E SKIDMORE H&W
11 KAINITE PLACE
PALM COAST, FL 32164

SKINNER JO L
C/O DEA JOHNSON
1005 HARPERS WAY
ANDERSON, SC 29621

SMITH CHEYENNE M &
STACY DEE SMITH AMC
7 ZIEGLER PLACE
PALM COAST, FL 32164

SMITH DONALD J LIFE
ESTATE
7 ZINNIA COURT
PALM COAST, FL 32164

SMITH KENNETH D
12 ZOELLER COURT
PALM COAST, FL 32164

SMITH MICHAEL J &
PATRICIA H&W
59 ZAUN TRAIL
PALM COAST, FL 32164

SNACK GLORIA A
1 KAFFIR LILLY PLACE
PALM COAST, FL 32164

SOKOLOV VLADIMIR &
DINA SOKOLOVA H&W
560 RIVERSIDE DRIVE #6H
NEW YORK, NY 10027

SOLOMON WILFREDO &
BARBRA SOLOMON
OCONNOR
1 PIERSON GREEN
CROMWELL, CT 06416

SORIANO MARIO ZAMORA
LIFE ESTATE
12204 SMOKE RIDGE
CIRCLE S
JACKSONVILLE, FL 32225

SOTO MARIA
53 ZINNIA TRL
PALM COAST, FL 32164

SOTOLONGO JUAN J
15720 SW 100TH AVENUE
MIAMI, FL 33157

SPARKS WILLIAM C JR &
CONSTANCE A H&W
5 ZONAL CT
PALM COAST, FL 32164

SPENCER JASON
43 ZAUN TRAIL
PAIM COAST, FL 32164

STANZIANO MARK C
77 KASHMIR TRAIL
PALM COAST, FL 32164

STAPLETON LAWRENCE J
& CHARLENE M H&W
1 KATHRYN COURT
PALM COAST, FL 32164

STEINBERG DOROTHY ANN
& GLENN MAYNARD AMC
23 ZOELLER COURT
PALM COAST, FL 32164

STEINMEIER EDDA LIFE
ESTATE
34 SABAL BEND
PALM COAST, FL 32137

STERLING MADGE
22 ZONAL GERANIUM CT
PALM COAST, FL 32164

STEWART KRISTIN &
EMERSON H&W
18 KAFFIR LILY PLACE
PALM COAST, FL 32164

STEWART MICHAEL
HAMAN JR & COLLEN
NICOLE H&W
5 ZOFFINGER PLACE
PALM COAST, FL 32164

STOF HOLDINGS LLC
6300 STIRLING ROAD
HOLLYWOOD, FL 33024

STRATTAN BENJAMIN
18 ZITHER CT
PALM COAST, FL 32164

STUART BRIAN C & VIVIAN
M H&W
5 KAINITE COURT
PALM COAST, FL 32164

STUDER VIRGINIA M &
JOHN P NIEVES JTWROS
170 AVE C APT 9F
NEWYORK CITY, NY 10009

SUWINSKI MARVIN L &
MARY ANN QUINCI
SUWINSKI H&W
7 KATHRYN PLACE
PALM COAST, FL 32137

SWANSON BARBARA
LOUISE & YVONNE MARIE
AMC
9 KATHRYN PL
PALM COAST, FL 32164

SYROS TINA MARIE
12 ZINC PL
PALM COAST, FL 32164

SZAFRAN MELANIE &
THOMAS G SZAFRAN W&H
5 KAFTAN CT
PALM COAST, FL 32164

SZAFRAN THOMAS G &
MELANIE E H&W
5 KAFTAN COURT
PALM COAST, FL 32164

SZATKOWSKI ROBERTA A
LIFE ESTATE
41 KASHMIR TRAIL
PALM COAST, FL 32164

TALLMAN BLAINE PHILLIP
SR TRUSTEE
6 ZOLLER COURT
PALM COAST, FL 32164

TAYLOR BARBARA
10100 SQUIRREL LEVEL
ROAD
NORTH DINWIDDIE, VA
23803

TAYLOR WAYNE L
9 KAINITE PLACE
PALM COAST, FL 32164

TAZZETTO DAWN M
30 ZEPHRY LILY TRAIL
PALM COAST, FL 32164

TEARNE CHRIS DAMOND &
KIM M SPINELLI H&W
48 FARM STREET
DANBURY, CT 06811

TELL LEONID & SVETLANA
AUZHANOVA H&W &
DAMILYN LEONIDOVNA
TELL & DANA TELL
JTWROS
23781 HALBURTON RD
BEACHWOOD, OH 44122

TENNANT DOUGLAS
EDWARD
7 KALANCHOE COURT
PALM COAST, FL 32164

TENORI JONATHAN
58 KASHMIR TRAIL
PALM COAST, FL 32164

TENORIO BRYAN LIMA
68 BEACON MILL LN
PALM COAST, FL 32137

TEXIDOR REYNALDO
TRUSTEE
28 ZOELLER COURT
PALM COAST, FL 32164

THE JODIE WESLEY BEVEL
REVOCABLE TRUST EDNA
ROSETTA SAUNDERS-
BEVEL REVOCABLE TRUST
2 ZAUN COURT
PALM COAST, FL 32164

THOMAS SANDRA J LIFE
ESTATE
11 ZORACH PLACE
PALM COAST, FL 32164

TINGLE STEVEN & PAMELA
TINGLE
500 SHADOW LAKES BLVD
65
ORMOND BEACH, FL 32174

TOMIEV MYKHAILO &
TETIANA H&W
10 KALANCHOE COURT
PALM COAST, FL 32164

TONER ANN F
C/O DAMON TOBEY
19 ZOFFER CT
PALM COAST, FL 32164

TORRES IRVING PETER &
CANDELARIA DEL
SOCORRO H&W
21 ZINNIA TRAIL
PALM COAST, FL 32137

TORRES MICHAEL J &
LOURDES H&W
3117 BEAVER POND TRAIL
VALRICO, FL 33596

TOWNSEND LESLIE
15 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

TREFILIO ALAN & LINDA S
H&W LIFE ESTATE
16 ZONAL CT
PALM COAST, FL 32164

TRIANTILLIDIS NADIA
TRUSTEE
10024 WYATT RANCH WAY
SACRAMENTO, CA 95829

TRINIDAD ISAIAH R &
GERONIMA C TRINIDAD
TRUSTEES
1329 BAY MEADOWS DRIVE
BARTLETT, IL 60103

TUCKER RYAN MICHAEL &
CHRISTINA JACKIE H&W
61 ZAUN TRL
PALM COAST, FL 32164

TULLAI DANIEL W &
DOLORES M H&W
76 ZAUN TRAIL
PALM COAST, FL 32164

TUNG CHUN-YU & YUN-
YING LEE TUNG
NO 35 LANE 96 SEC 2
HSING LUNG RD TAIPEI
TAIWAN ROC
,

TURI WILLIAM A
8 KATSURA TREE PLACE
PALM COAST, FL 32164

TYNDAL ERICK JR
4 ZOELLER CT
PALM COAST, FL 32164

TYSIAK LAUREL ANN &
DAVID G TYSIAK W&H
617 GOLF PARK DRIVE
LAKE ARIEL, PA 18436

UNTERBRINK MICHAEL L &
CARRIE H&W
4520 W PRATT ROAD
DEWITT, MI 48820

URYAN BEGIKYA
14 NORTH LANE
GLEN COVE, NY 11542

US SIGNATURE HOMES
LLC
2729 E MOODY BLVD
BUNNELL, FL 32110

VAITKEVICUS RUSLANAS
30 ZOELLER COURT
PALM COAST, FL 32164

VALENTIN KIMBERLY &
ALEXIS HERNANDEZ W&H
5 KASHGAR COURT
PALM COAST, FL 32164

VANDYKE RAYMOND R &
DOROTHY J H&W
7 ZAHAROFF PLACE
PALM COAST, FL 32164

VASTAGH RICHARD E
3755 INNER CIRCLE DRIVE
AKRON, OH 44333

VILLAGE CAPITAL AND INVESTMENT LLC
1201 S ORLANDO AVE
SUITE 430
WINTER PARK, FL 32789

VILLAREAL ERNESTO RAMIREZ
290 WILSON AVENUE
APARTMENT 200
PERRIS, CA 92571

VINING ANTHONY J SR & MELANIE S H&W
3 ZANZIBAR COURT
PALM COAST, FL 32164

VINSON WALTER
6 ZANZIBAR COURT
PALM COAST, FL 32164

VLADOV IGOR & LARISA VLADOVA JTWROS
9809 COBBLESTONE LAKES COURT
BOYNTON BEACH, FL 33472

VOROBIEV KONSTANTIN
19 ZINNIA COURT
PALM COAST, FL 32164

VU JADEN & QUYEN T HO H&W
1 ZITHER CT
PALM COAST, FL 32164

WAGNER CHRISTOPHER
6 ZAMMER COURT
PALM COAST, FL 32164

WAJDA STEVEN EDWARD & KIM MARIE H&W
8 ZOFFER CT
PALM COAST, FL 32164

WALKER FAITH ANN LIFE ESTATE
8 ZAMMER CT
PALM COAST, FL 32164

WALTERS LEE SHEPHERD & DOUGLAS WILLIAM H&W
8 ZONAL COURT
PALM COAST, FL 32164

WANAT CAROL A
47 BLACKMAN ROAD
HEBRON, CT 06248

WARD DOUGLAS W LIFE ESTATE
1 ZOFFINGER PLACE
PLAM COAST, FL 32164

WARD JAMES K & THERESE M H&W
4 KALE COURT
PALM COAST, FL 32164

WARD ROBERT BRYAN IV & FAITH NYCOLE H&W
8 ZORACH PL
PALM COAST, FL 32164

WARNER LAURA
49 KASHMIR TRAIL
PALM COAST, FL 32164

WEBB MARY THORNTON
8 ZONAL GERMANIUM COURT
PALM COAST, FL 32164

WEICHAND LISA R
19 KATHRYN PL
PALM COAST, FL 32164

WEIR JAMES R & TONYA WEIR H&W
P.O. BOX 504
BUNNELL, FL 32110

WEISS BARRY M & GINA M H&W
163 EAST PENN STREET
LONG BEACH, NY 11561

WELLS LLOYD E & JOANN H&W
5 ZITHER COURT
PALM COAST, FL 32164

WENDORF DAVID & LISA K H&W
27 KAFFIR PLACE
PALM COAST, FL 32164

WENY GEORGE & SUSAN H&W TRUSTEES
2 ZOFFINGER PLACE
PALM COAST, FL 32164

WEST FRANK
14 ZEPHYR LILY TRAIL
PALM COAST, FL 32164

WHITES ANTHONY SR & AAYANTE WHITES
1 ZORACH PL
PALM COAST, FL 32164

WHITTAKER ANGELA KAY & ALBERT CLIVE H&W
21 ZONAL GERANIUM TRL
PALM COAST, FL 32164

WIDMER RICHARD W & HEIDI H&W
12 ZITHER CT
PALM COAST, FL 32164

WILBURN JEREMY PHARISS
7 ZOELLER CT
PALM COAST, FL 32164

WILKIE TAMMY LYNE
4 KATHRYN PLACE
PALM COAST, FL 32164

WILLARD KYLE WARREN & VALERIE LEIGH H&W
3901 ELVIS DR
CORPUS CHRISTI, TX 78414

WILLIAMS CHARLES L &
ARLENE R H&W
32 ZINNIA TRAIL
PALM COAST, FL 32164

WILLIAMS FLOYD ENRICO
& CAROLYN PRISCILLA
ARMBRISTER AMC
18 KALAMAZOO TRAIL
PALM COAST, FL 32164

WILLIAMS JACQUELINE F &
PAUL WRUBEL W&H
22 ZONAL GERANIUM TRAIL
PALM COAST, FL 32164

WILLIAMS MICHAEL A &
JASMIN D H&W
7 ZINC PLACE
PALM COAST, FL 32164

WILLIAMS THOMAS LIFE
ESTATE
9 ZAUN TRAIL
PALM COAST, FL 32164

WILLIAMSON DANIEL &
KRISTY H&W
2 ZIEGLER PLACE
PALM COAST, FL 32164

WISE CHOICE CUSTOM
HOMES INC
77 SOUTH LAKE DRIVE
PALM COAST, FL 32137

WISE VINCENT W JR &
KATHI K H&W
51 KASHMIR TRAIL
PALM COAST, FL 32164

WORK ETHIC LLC
4450 S TIFFANY DR SUITE
101
WEST PALM BEACH, FL
33407

YASHAYEV ARTUR &
GALINA YASHAYEVA
JTWROS
1528 KURELEK DRIVE
LITTLE ELM, TX 75068

YEATTS THOMAS EUGENE
& MELANIE K H&W LIFE
ESTATE
10 KAINITE PLACE
PALM COAST, FL 32164

YELLEN JOYCE
4 ZACHARY PLACE
PALM COAST, FL 32164

YEMELYANOV ALEXANDER
M & ALLA A YEMELYANOV
H&W & ALINA A
YEMELYANOV JTWROS
208 HOOKS MILL ROAD
AMERICUS, GA 31709

YOUNG WILLIAM ROBERT
III & LISA KATHLEEN
YOUNG H&W
10 KASHGAR COURT
PALM COAST, FL 32164

ZAVALKOVSKY EDWARD &
SVETLANA H&W
130 GOLDEN TRAIL MAPLE
ONTARIO, CANADA
L6A5A1,

ZBIHLE VALERIAN & NINEL
KIRIYEVA H&W
22 KAFFIR LILY PLACE
PALM COAST, FL 32164

ZDEBSKAYA YELENA &
ALEKSANDR ZDEBSKIY
W&H
23 WHITE HOUSE DR
PALM COAST, FL 32164

ZEHR WAYNE L & JANET L
ZEHR
7 ZONAL COURT
PALM COAST, FL 32164

ZHAMUKHANOVA TANZILA
11 ZONAL COURT
PALM COAST, FL 32164

ZION RICHARD & DORA
H&W
3 ZAHAROFF PLACE
PALM COAST, FL 32164

ZUBKOVA DENISA
14 KILIAN DRIVE
DANBURY, CT 06811

Neighborhood Meeting — Sign-In Sheet

Magnolia Trace Master Planned Development Rezoning

Wednesday, September 2, 2026 • 6:00 p.m. – 8:00 p.m. • City Hall, Jon Netts Community Wing (Council Chambers), 160 Lake Avenue, Palm Coast, FL 32164

Please print clearly. Information provided on this sheet will be submitted to the City of Palm Coast as part of the application record.

#	NAME (PLEASE PRINT)	PROPERTY ADDRESS	PHONE	EMAIL
1	Phil+Karen Cahill	36 Kalamazoo TRAIL	716-288-6991	Kacahill99@icloud.com
2	NICOLOSI	3 KAISER CT	352-606-9555	EM4NEIL@GMAIL.com
3	NIV + BRIAN STUART	5 KAINITE CT	480-203 7266	brianstuart82@gmail.com
4	Julia Mead	23 Zaun Trl	386-316-8500	mead.julia@att.net
5	Darlene & Bryan Shelley	Kathleen Tr.	(609)290-0534	Harlydarly@aol.com
6	[illegible] Tresilio	16 Zonal Ct, PC	386-313-1211	LINN5951@yahoo.com
7	J Rawlins	45 Kashmir Tr	386 299 8976	jfrawlins0463@gmail.com
8	Mary Elliot	41 Zinnia Trl	386-283-3511	melliot526@gmail.com
9	Bruce Jones	66 ZAUN Trl	702-882-5913	crocodylus@Aol.com
10	Jeani Duarte	Clover	(760)553-5998	Jeanidistrict2@gmail.com
11	Antonio Amaral Jr	Palm Harbor PKwy	(386)931-4671	Tony@VotesforTony.com.
12	Robert+Janice Campbell	12 Zachariah Place	(386) 569-0832	jcampbellpcf2@gmail.com
13	Charles Macaluso	45 Kalamazoo Trl	908-963-3072	chasmacaluso@aol.com
14	WAYNE ZEHR	7 ZONAL CT.	716 727 8290	ZEHR396@GMAIL.com
15	ED BLITZ	35 ZAUN TR	386-503-2920	EABLITZ35@GMAIL.Com
16	Patricia Beatt	Zachariah Pl		infinityandon@aol.com
17	DYLANA GALERY			deejgalery@gmail.com
18				
19				
20				
21				
22				
23				

Neighborhood Meeting — Sign-In Sheet

Magnolia Trace Master Planned Development Rezoning

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Please print clearly. Information provided on this sheet will be submitted to the City of Palm Coast as part of the application record.

#	NAME (PLEASE PRINT)	PROPERTY ADDRESS	PHONE	EMAIL
1	Connie Eilbeck	3 Kainite Court, 32164	386-338-2664	jeffconnie@bellsouth.net
2	Jeff Eilbeck			
3	Douglas Ward	120 Ffinger Pl 32164	386-586-6034	dwwesward@yahoo.com
4				
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6				
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11				
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To: Terri Mashour, Project Manager

From: K. Bruce Jones, PhD

Re: Comments on Proposed Development and Permit Application (SAJ-2005-03550)

I am providing comments regarding the proposed project listed above for your consideration. I live in the Z section in the area above the proposed project area and am concerned about the alteration of the function of the Black Branch Swamp which currently abates flooding risks and conditions for the entire existing Z section. I have extensive experience conducting research on the importance of natural landscape features in providing ecological services (e.g., reduced flooding risks, water quality, and wildlife habitats) to communities at many different scales. My research spanned 36 years while working for the US Fish and Wildlife Service, EPA, and the US Geological Survey. Below are my comments.

The Proposed Fills

It is my opinion that the 13 acres of fill will not significantly reduce the amount of physical forested wetlands in the area. I applaud the builder for trying to maintain natural forested wetlands and the services that they provide as habitat and “sponges” to absorb water and significantly reduce flooding due to both water storage capacity, recycling of water in the ground water table, and reducing energy associated with extreme weather events. I do have concerns that the fills, as show on page 8 of the proposal, might result in the isolation of pieces of wetlands that may not be of sufficient size to abate extreme storm events. The increase in impervious surface associated with the development (houses, landscape alternations, and roads), combined with existing housing developments associated with the borders of the new development area, may overtax the smaller, fragmented forest wetlands resulting from fills to connect different parts of the development. Moreover, the loss of tree canopy coverage will increase the energy associated with downpours associated with extreme storm events and may increase the velocity of run-off water to the wetlands.

Unfortunately, the acreage of the developed area was not given in the proposal. I estimated the area to be approximately 130 acres based on what was provided. This may not be the actual amount.

Figures 1 and 2 point to specific fills that will isolate and fragment that larger wetland system. Even though the developer proposes to extend the two large drains coming off the Z section, there are many other smaller drains between homes and at the end of cu-de-sacs that abut to the forested wetland that drain into the larger wetland (Figure 3). These can be significant water inputs into the wetland complex, especially during storms. The entire Black Branch Swamp system, including the area around the proposed development, is dominated by horizontal sheet flow with no sloughs, runs, or creeks. The system also has a slope of 0.09% from the east side that abuts to the Z section to the location of the west drain located 0.3 miles south of Commerce Parkway on US Hwy 1. It also is comprised of soil structure that includes a clay layer that creates poor vertical percolation. Moreover, dense trees and ground liter also contribute to surface roughness and horizontal water movement. This means that water levels are likely to build up quickly in the new development area during a major storm event. Trees also contribute significantly to reduced energy associated with downpours during extreme weather events.

Although it is commendable that the developer offered mitigation through the mitigation bank credit system, this does not mitigate the impacts associated with the development itself.

I recommend that the Corp model each of these smaller, fragmented forested wetlands' ability to handle extreme storm events, including precipitation rates and energies associated with hurricanes. The model runs should include existing neighborhoods in the Z section that abut to the project area. Given the Black Branch Swamp characteristics, the Corp should use a dynamic tailwater model to evaluate "volume-stacking" that would occur during a multi-day hurricane event. Such a phenomena could result in backwater flooding into the Z section. Also, the Corp should incorporate "critical duration" of greater than 24 hours in its model runs, as the impacts of hurricanes can exceed 24 hours (see Figure 4). In summary, the Corp should run a series of dynamic hydrologic models to evaluate potential issues and impacts before approving the project as given in the proposal.

Listed Species

The list provided does not include State-listed species or species of special concerns that pertain to requirements affecting Palm Coast development. Gopher tortoises are one of those species that is very common in the area. Burrows and observations tend to be in small hammocks and upland areas that contain sandy soils. Therefore, the development area likely has these turtles. The fill areas are not likely to affect tortoises because the fills will be in areas that historically flooded. In fact, turtles may create burrows in the new fill areas, depending on the materials used by the Corp. In our neighborhood, we have a pair of tortoises that occupy a burrow on a sandy woodlot that hasn't been developed. The woodlot is actually connected to the larger Black Branch Swamp. The female tortoise often lays her eggs under the foundation of houses and along the larger drainage ditch. The neighbors have observed the male tortoise for a number of years and have named him Rocky.

Indigo snakes are on the list and are potentially in the area. They are known to be associated with tortoise burrows. The wildlife agencies involved in assessing the project should consider this possibility. There have been undocumented reports of Indigo snakes in Palm Coast.

Some of the species on the list, like the Florida Scrub Jay, may not or rarely occur in the project area. As such, the project should not jeopardize the continued existence of these species.

The extension of the two large drains coming off of the Z section may result in migration and new populations of the American Alligator, a species protected by "similarity of appearance." A six foot alligator was removed from a drain just south of us. Two alligators were removed from a drain that is further north in the Z section. The builder should consider this possibility as a result of the proposed development plan.

Water Quality

The new development will result in some contaminates and toxins making it into the adjacent Forest Wetlands. These would include pesticides, herbicides, and oils associated with automobiles. It is uncertain if these inputs would create any significant

problems such as uptake by birds or amphibians, or the death of trees and vegetation immediately adjacent to developed areas.

Cumulative Impacts

Based on the GIS property records that Flagler County maintains for the area, and from the Google Earth polygon acreage tool, I estimate the Black Branch Swamp area (enclosed to the west by US Hwy 1, to the north by Bunnell, to the east and southeast by the Z section and parts of the K section, and that are west and north of Belle Terre Blvd) to be approximately 1300 acres. This includes the area north and west of Commerce Parkway. A small area of the K section east of Belle Terre Blvd has 3 drains that go under the road and drain north into the Swamp, not east or south. Although the proposal mentions drainage of the Swamp to the east into Bulow Creek, I could not find any evidence of east drainage to this creek through drainage ditches. Google maps, Google Earth, and my personal field visits along the east and south border of the swamp indicate no east drainage. None of the major drains through the Z section connect to the drains on the east side of Belle Terre Blvd that would flow east (Figure 3). The only way these drains would connect would be if water flowed over Belle Terre Blvd, which is highly unlikely given the height of the road. This means that the only drain for the Black Branch Swamp is on the west side (Figure 3). This drains into Black Branch with connects downstream to the Haw Creek, an Order 1 creek. Because of the sheet flow water flow of the system and relatively small slopes (0.09%) from east to west, the Black Branch Swamp is a relatively closed system.

Under 40 CFR § 230.11(g**)**, the Corps is required to consider cumulative impacts. The EA should not view the 130 acres in isolation but must account for how this development -- combined with existing medium-density runoff—will alter the hydroperiod of the entire 1300 wetland complex, as saturated downstream conditions directly impede upstream drainage efficiency. As such, I request that the Corp conduct a Basin-Wide Cumulative Impact Study and a hydroperiod analysis of the receiving forested wetlands to evaluate how the new development might influence the entire 1300 acres of the Black Branch Swamp. It is important to incorporate already developed areas of the Z and K sections into the analysis/modeling as the addition of the proposed development might trigger a tipping point where the broader-scale

functions of the wetlands might be affected, due to cumulative effects from existing and new development (housing). Other cumulative effects to consider:

- Static Storage vs. Dynamic Flow**:** Wetlands are dynamic. If the 130 acres of new development are built on elevated fill, you are displacing thousands of cubic yards of storage. That water has to go somewhere, and it will "stack" vertically across the entire 1,300 acres. Using a static storage metric in the modeling will likely underestimate the potential impacts.
- As I mentioned earlier, the culvert at US Hwy 1 (0.3 miles south of Commerce Pkwy) is the "drain hole" for this 1,300-acre basin. That hole has a fixed size and elevation. If you increase the speed and volume of water entering the swamp from the Z Section, but the "drain hole" stays the same size, the 1,300-acre swamp will simply stay deeper for longer periods.
- Vegetation Shift**:** Mature hardwood swamps (Cypress, Maple, Gum) cannot survive permanent "deep water" stages. If the cumulative runoff from the new and existing developments keeps the water level just 6 inches higher than historical norms, the 1,300-acre forest will eventually transition into an open-water marsh or a cattail-dominated slough. You lose the canopy interception and the root-zone absorption that makes a swamp a "sponge."

Although not included as part of this assessment, I am concerned about future development in an around the Black Branch Swamp. A large, 419 acreage track of the Swamp north of the area being considered in this proposal, and that use to be under a Conservation designation, is no longer protected and is likely to be the next area to be developed since it is owned by the same group named in the current proposal and permit application (Figure 5). Moreover, in reviewing Flagler County's GIS property records, none of the lands within the Swamp are protected. So these facts create great concern about the future of this important landscape feature that helps mitigate one of Palm Coasts biggest issues as it grows … flooding!

Thank you for the opportunity to provide comments. Please feel free to contact me should you or anyone have any questions about my comments.

Sincerely,

K. Bruce Jones, PhD

702.882.5913

List of Figures

Figure 1. Outlet restrictions associated with fills in the south part of the development area.

Figure 2. Outlet restrictions associated with fills in the northern part of the development area

Figure 3. The Black Branch Swamp overview with drainage information

Figure 4. USGS gage records on Haw Creek highlighting increases in flow due to Hurricane Milton in 2024

Figure 5. The 419 acre parcel that is now subject to future development

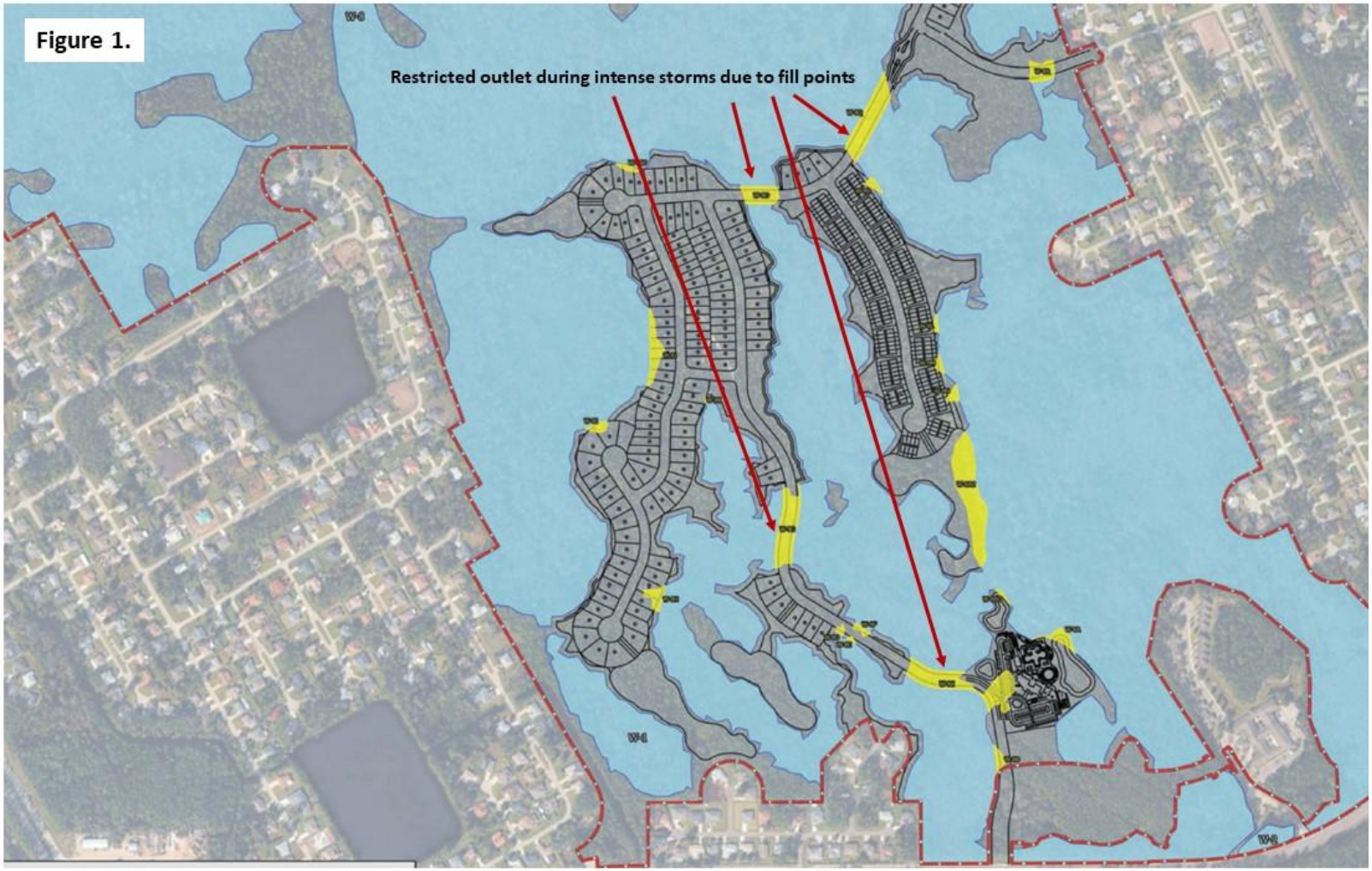


Figure 1.
Restricted outlet during intense storms due to fill points

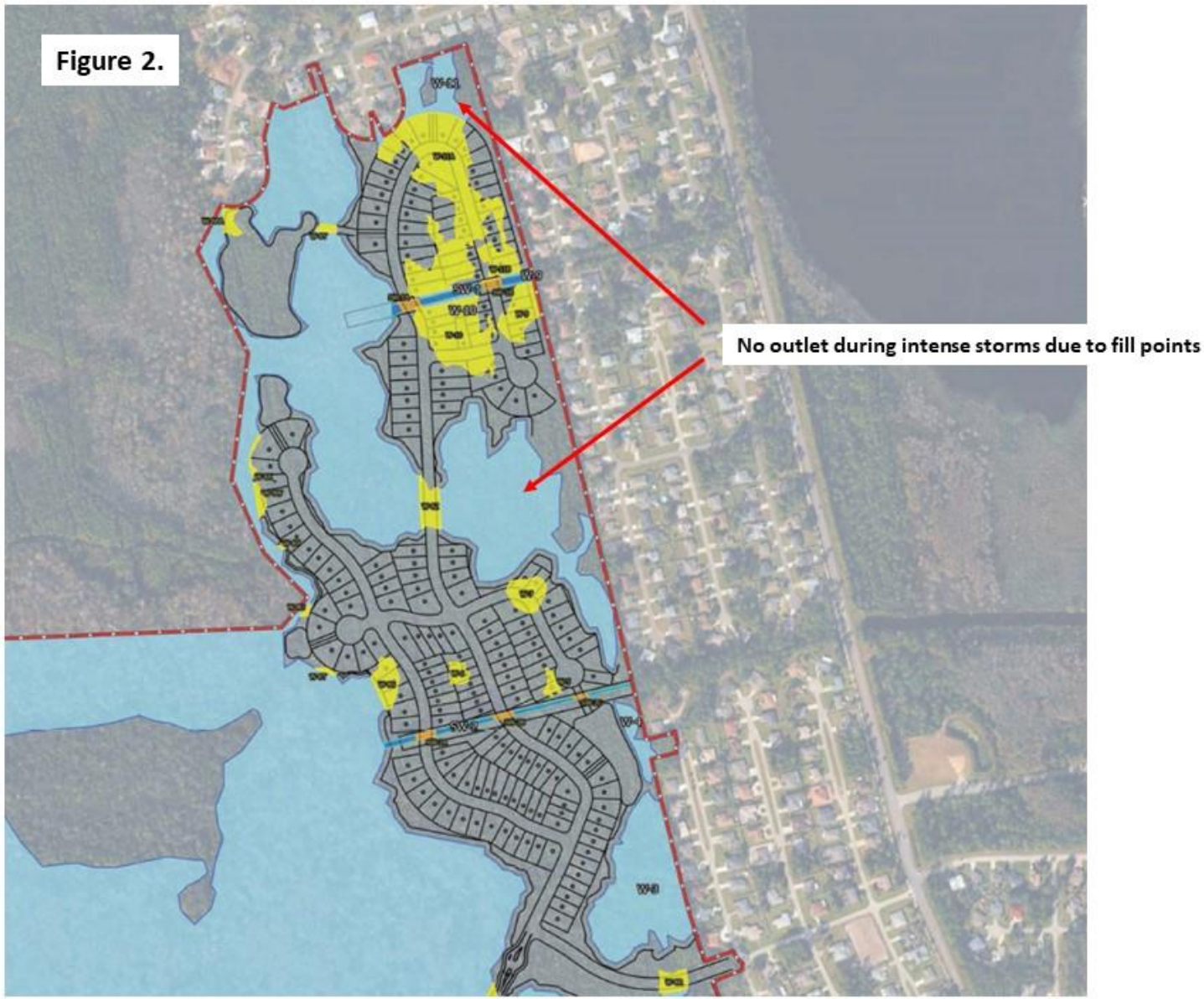


Figure 2.
No outlet during intense storms due to fill points

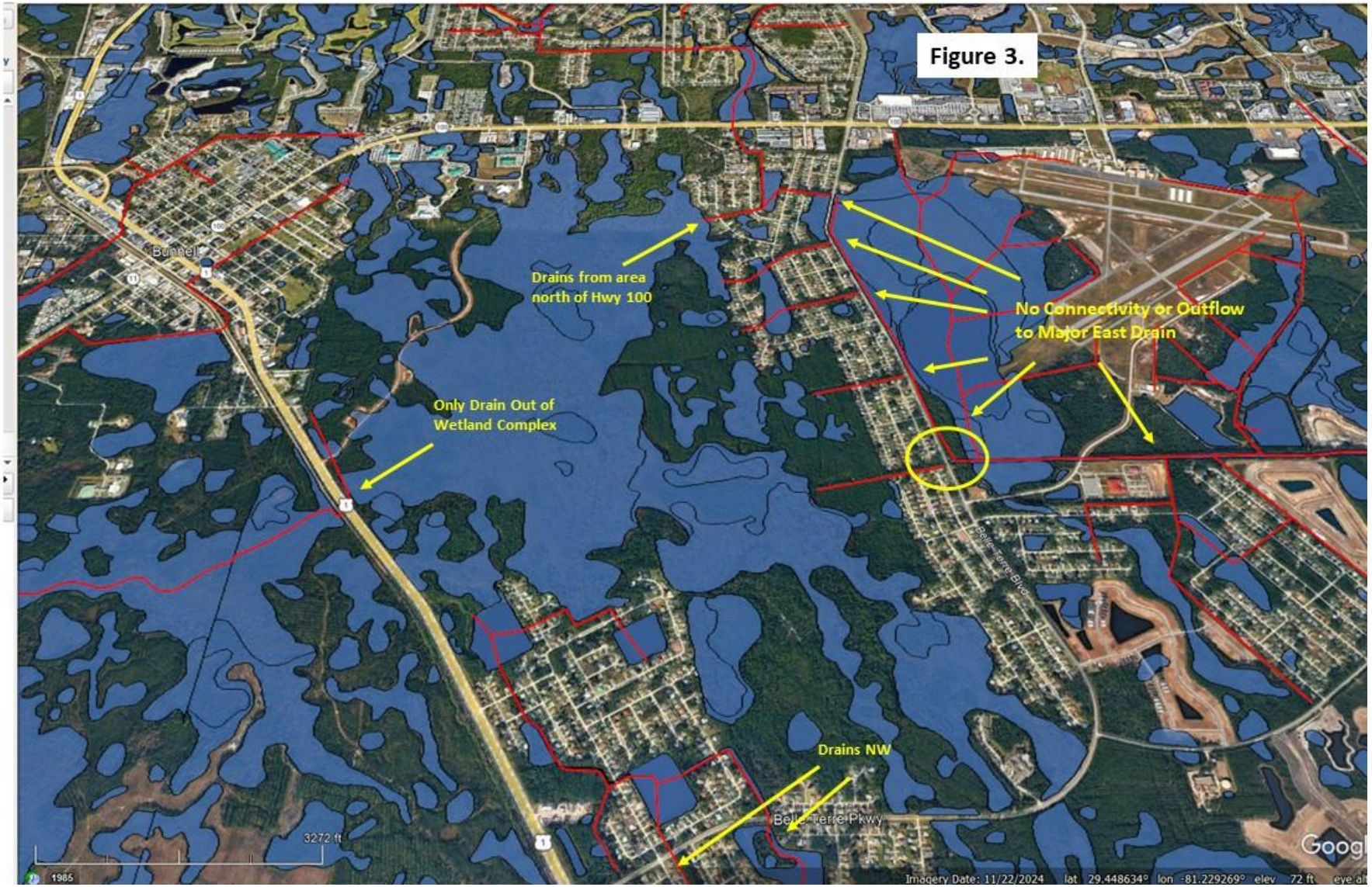
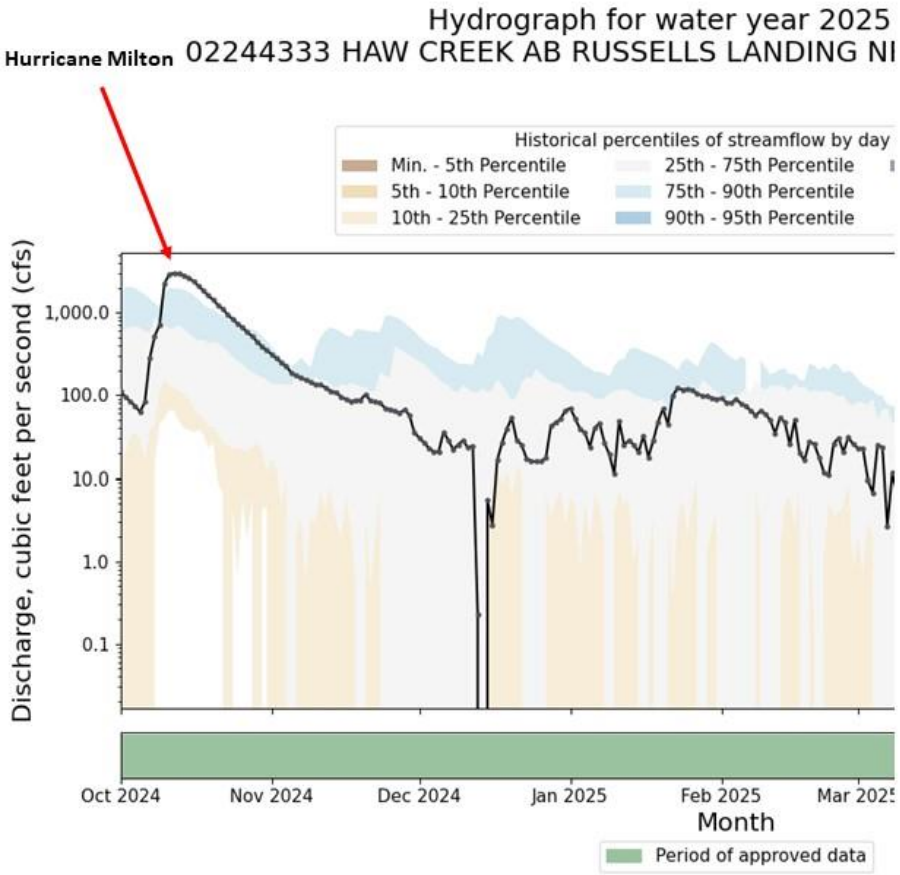


Figure 3.
Drains from area north of Hwy 100
No Connectivity or Outflow to Major East Drain
Only Drain Out of Wetland Complex
Drains NW
Bunnell
Belle Terre Pkwy
3272 ft
1985
Imagery Date: 11/22/2024 lat 29.448634° lon -81.229269° elev 72 ft

Figure 4.



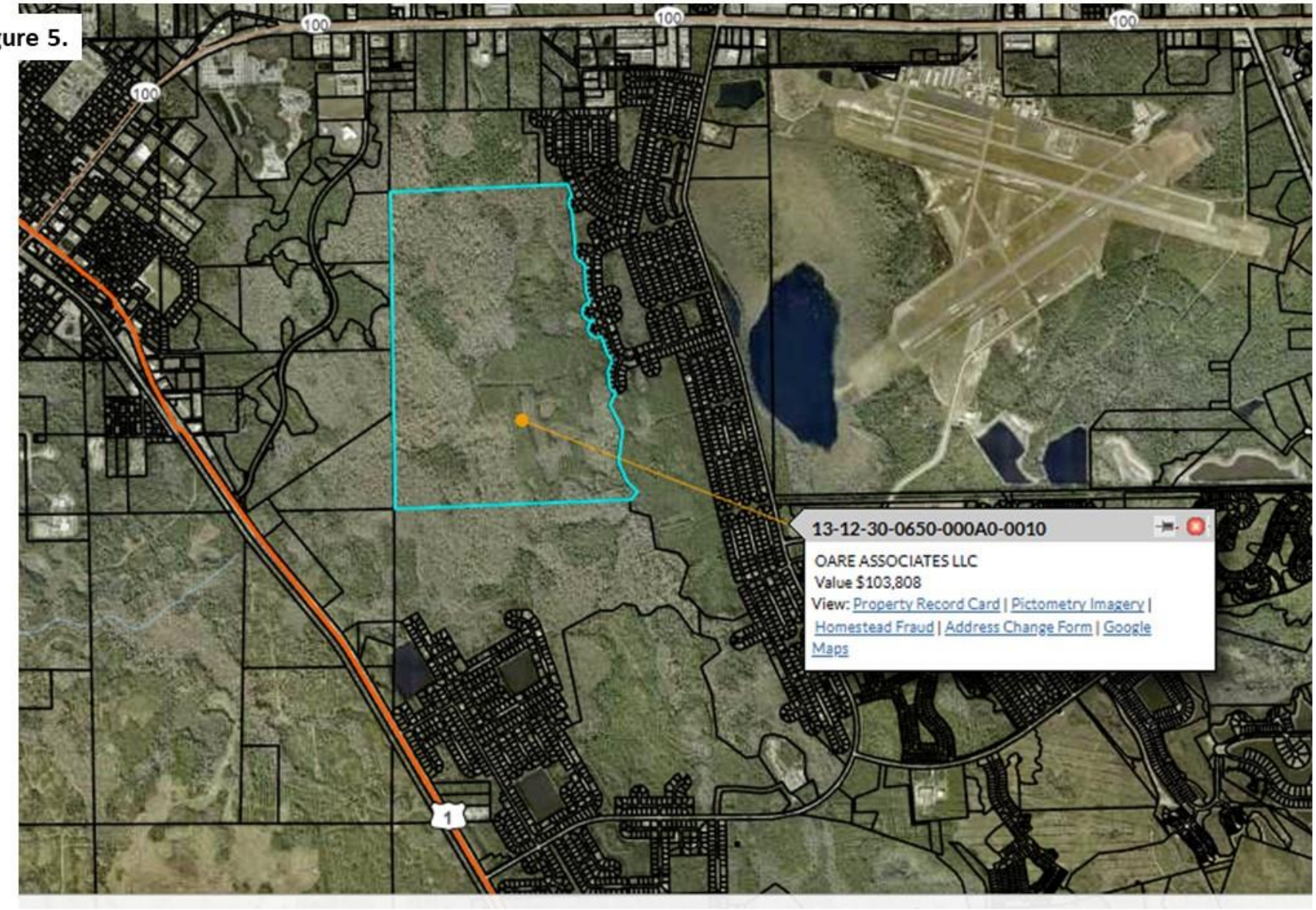
Daily mean values in cubic feet per second for water year 2025

Note: All values are rounded according to average discharge rounding rules. Values in pa estimated. Values with an asterisk are provisional, including summary values. If a month i summary statistics will appear as 'Not available.'

Hurricane Milton

Day of the month	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025
1	110	312	30.5	69.7	90.9	22.8	0.58	1.44
2	96.0	280	26.4	51.8	81.9	22.8	-5.700	-1.040
3	84.0	248	22.9	38.8	80.6	9.68	-8.480	7.81
4	74.4	223	20.8	35.1	90.6	6.77	-8.510	0.92
5	62.4	188	20.7	23.6	78.8	25.2	-5.860	-9.050
6	82.8	172	35.8	40.3	73.5	23.0	-6.180	-3.150
7	282	162	28.3	45.9	65.2	2.69	-4.660	-0.290
8	519	152	22.0	26.5	57.2	11.4	-9.270	1.33
9	708	144	25.2	19.1	64.6	6.88	-12.600	-3.470
10	2,240	134	28.4	11.1	59.0	18.2	-15.300	-0.100
11	2,940	134	23.0	48.9	49.8	11.2	4.36	-5.690
12	3,000	124	24.4	25.1	34.4	13.5	-2.290	3.11
13	2,950	113	0.23	28.2	54.1	11.7	-12.300	-6.300
14	2,830	107	-2.900	25.2	46.4	11.9	-7.730	-2.810
15	2,640	96.3	5.62	20.3	25.3	3.36	-5.100	1.71
16	2,390	88.5	2.77	32.5	50.8	10.1	-6.030	-2.650
17	2,090	84.4	16.2	17.7	20.1	30.3	-13.300	-1.110
18	1,840	86.7	26.7	28.3	16.2	6.08	-19.500	-1.910
19	1,620	87.8	39.5	47.2	27.0	-1.390	-11.100	-6.400
20	1,420	103	53.5	69.5	25.8	9.59	-10.600	-6.540
21	1,230	85.2	28.5	44.0	17.7	-0.640	4.20	-1.300
22	1,100	83.9	25.2	98.8	11.6	-6.020	4.72	-13.000
23	944	81.5	17.2	122	10.7	-4.880	1.18	-10.300
24	828	69.3	16.0	117	26.1	-0.080	1.44	0.13
25	738	66.9	15.7	118	30.4	3.04	-4.350	-11.600
26	661	64.7	15.9	114	20.4	5.74	4.40	-1.120
27	579	61.0	17.6	105	30.9	-0.600	2.65	1.17
28	517	66.5	42.2	98.3	25.3	-15.600	-9.290	2.68
29	447	57.6	46.6	97.5		-12.700	-5.830	37.6
30	392	35.5	51.5	92.8		9.98	-3.090	24.5
31	350		65.3	89.9		7.79		17.8
Total (cfs)	35,765	3,712	792	1,802	1,265	242	-163.540	12.4

Figure 5.


100
100
100
100
1
13-12-30-0650-000A0-0010
OARE ASSOCIATES LLC
Value $103,808
View: Property Record Card | Pictometry Imagery | Homestead Fraud | Address Change Form | Google Maps

Jose Papa, AICP

From: cityclerk@palmcoastgov.com
Sent: Friday, September 18, 2026 1:52 PM
To: lbgina@aol.com
Cc: dsullivan@flaglercounty.gov; Ty Miller; Mike Norris; Charles A. Gambaro, Jr.; Theresa Carli Pontieri; CityAttorney; Mike McGlothlin, MBA-PA
Subject: Re: Fw: Fwd: Magnolia Trace MPUD [thread::rk6mrsOoHjSQ6980pY50Tgl::]

Good afternoon Ms. Cook:

Thank you for contacting the Planning Division and I apologize for any delay in responding. Please note that your letter will be included in the Planning and Land Development Regulation Board meeting agenda packet for the meeting on September 22, 2026.

Sincerely,

---------- Original Message ----------
From: Gina We [lbgina@aol.com]
Sent: 9/8/2026 12:51 PM
To: dsullivan@flaglercounty.gov; cityclerk@palmcoastgov.com; tmiller@palmcoastgov.com; mnorris@palmcoastgov.com; cgambaro@palmcoastgov.com; tcarlipontieri@palmcoastgov.com; cityattorney@palmcoastgov.com; mmcglothlin@palmcoastgov.com
Subject: Re: Fw: Fwd: Magnolia Trace MPUD

Are the realtors going to notify any perspective buyers that they are in a direct flight path over their homes and will

avigation easements be attached to their deeds?

On Monday, September 7, 2026 at 08:11:55 PM EDT, Gina We <lbgina@aol.com> wrote:

----- Forwarded Message -----
From: Gina We <lbgina@aol.com>
To: Mike Norris <mnorris@palmcoastgov.com>; Council Woman Theresa Carli Pontieri <tcarlipontieri@palmcoastgov.com>; Ty Miller <tmiller@palmcoastgov.com>; Jr. Charles A. Gambaro <cgambaro@palmcoastgov.com>; David Sullivan <dsullivan@flaglercounty.gov>; MBA-PA <MMcGlothlin@palmcoastgov.com>; cityattorney@palmcoastgov.com <cityattorney@palmcoastgov.com>; CityClerk@palmcoastgov.com <CityClerk@palmcoastgov.com>
Sent: Monday, September 7, 2026 at 07:57:19 PM EDT
Subject: Re: Fwd: Magnolia Trace MPUD

Date: Mon, Sep 7, 2026 at 7:41?PM
Subject: Magnolia Trace MPUD
To: Mike Norris <mnorris@palmcoastgov.com>, Council Woman Theresa Carli Pontieri <tcarlipontieri@palmcoastgov.com>, Ty Miller <tmiller@palmcoastgov.com>, Jr. Charles A. Gambaro <cgambaro@palmcoastgov.com>, David Sullivan <dsullivan@flaglercounty.gov>, Mike McGlothlin, MBA-PA <MMcGlothlin@palmcoastgov.com>, <cityattorney@palmcoastgov.com>, <CityClerk@palmcoastgov.com>

Good Evening:

RE: Formal Objection and Demand for Strict Enforcement of the Land Development Code (LDC); Opposition to Material Changes and Unmitigated Infrastructure Impacts for the Magnolia Trace Master Planned Development (MPD) (Fourth Amended and Restated MPD Agreement)

I. PURPOSE & LEGAL BASIS
This correspondence serves as a formal administrative notice and demand submitted on behalf of concerned residents and stakeholders of the City of Palm Coast. The purpose of this letter is to register strenuous objection to any proposed amendments, expansions, or **new material changes** regarding the **Magnolia Trace Master Planned Development (MPD)**—specifically concerning the **Fourth Amended and Restated MPD Agreement** encompassing 1,006 acres off Belle Terre Boulevard, slated for up to 544 residential units and 35,000 square feet of commercial space.

Pursuant to the **Palm Coast Unified Land Development Code (LDC)** and Florida statutory requirements governing local governance and quasi-judicial zoning reviews, we demand that the City enforce strict compliance with established concurrency requirements. Any modification to the intensity, density, layout, or infrastructure allocations of the Magnolia Trace MPD constitutes a **material change** that cannot be legally authorized without comprehensive, updated impact analyses and a rigorous demonstration that public levels of service (LOS) will not be degraded.

II. INFRASTRUCTURE & ENVIRONMENTAL IMPACT ANALYSIS

1. Traffic Environment & Transport Capacity Degradation
The traffic landscape along **Belle Terre Boulevard** has substantially degraded since the initial iterations of this MPD. The compounding development density from surrounding subdivisions has pushed local arterials to near-capacity.
* **The Demand:** The City must enforce strict **Traffic Impact Analyses (TIAs)** based on real-time peak-hour volumes, rather than relying on obsolete data.
* **The Risk:** Adding multi-family townhomes, age-restricted active adult tracts, and commercial access points without expanding public thoroughfares will force local intersections into failing Levels of Service (LOS), threatening public safety and emergency vehicle response times.

2. Stormwater Management, Water Quality, and Sewage Drainage
The project footprint contains roughly **700 acres of protected wetlands and conservation space**. Any localized material alteration to grading or impervious surface ratios will severely impact regional hydrologic behavior.

* **Water & Sewage Infrastructure:** The City's public utility networks are already coping with rapid expansion. Forcing unmitigated high-density sewer hookups into the Belle Terre corridor compromises infrastructure integrity.
* **Drainage and Runoff:** We object to any reduction in stormwater retention standards. Inadequate engineering safeguards risk transferring toxic, untreated urban runoff directly into the surrounding delicate wetland matrix, exacerbating localized flooding.

3. Wildlife Preservation and Comprehensive Plan Alignment
The Magnolia Trace parcel serves as a critical biological corridor for Flagler County's indigenous wildlife.
* **Habitat Fragmentation:** The high-density footprint introduces severe habitat fragmentation.
* **LDC Rewrites:** As the City of Palm Coast undergoes its extensive **Land Development Code (LDC) rewrite to align with the Comprehensive Plan**, the City must not allow legacy MPD agreements to bypass the stricter modern environmental mitigation thresholds designed to protect local conservation zones and native wildlife.

III. FORMAL DEMANDS FOR MATERIAL REVIEW
We respectfully but firmly demand that the City Manager, City Attorney, and City Council enforce the following mandates prior to granting any further approvals or executing amendments for the Magnolia Trace MPD:

1. **Denial of Major Amendments Without Public Hearing:** Any modification altering density mixes or expanding the commercial footprint must be treated as a major, material amendment under the LDC, requiring a full quasi-judicial review.
2. **Infrastructure Concurrency Certification:** Deny all site plan approvals until the utility and engineering departments certify that water, public sewer, and traffic networks possess fully funded, verified capacity.
3. **Mandatory Document Production:** We request immediate public access to the following documents via this formal administrative notice:
* The complete **Fourth Amended and Restated MPD Agreement** and all associated conceptual site plans.
* The most recent **Traffic Impact Analysis (TIA)** addressing Belle Terre Boulevard traffic generation.
* State and local environmental permits, including **St. Johns River Water Management District (SJRWMD)** stormwater authorizations and wildlife mitigation plans.

IV. CONCLUSION & RESERVATION OF RIGHTS
The residents of Palm Coast support structured, legally compliant growth that respects our environment and preserves our infrastructure. However, we oppose unmitigated expansions that degrade our safety, infrastructure, and natural resources. We urge the City administration to protect the integrity of the Palm Coast Land Development Code.

This letter formally preserves all legal rights, including the right to challenge any arbitrary or capricious administrative determinations or non-compliant zoning orders in a court of competent jurisdiction.

Respectfully Submitted,.

Gina and Barry Weiss
25 Zinnia Trail, Palm Coast
FL., 32164
516 778 3532



thread::rk6mrsOoHjSQ6980pY50TgI::

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
H.2

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX RED MILL POINTE MASTER PLANNED DEVELOPMENT - APPLICATION #6212

Presenter: **Michael Hanson, A.I.C.P, Senior Planner**

Attachments:

1. Presentation
2. Ordinance
3. Red Mill Pointe MPD Development Agreement and Conceptual Plan
4. Staff Report
5. Business Impact Estimate
6. Map Series
7. Applicant Cover Letter
8. Survey, Title Opinion, Environmental Report, Transportation Impact Analysis
9. Neighborhood Meeting, Public Notice, and Public Participation - Email Inquiry
10. Red Mill Pointe Technical Site Plan Development Order Approval (Application #4996) with Approved Site Plan

Background:

Request: The applicant is requesting an amendment to the Official Zoning Map (rezoning) from MFR-1 to MPD for their client to be able to develop the site with 216 single-family dwelling units in the form of attached fee-simple townhouses. The applicant has included a Development Agreement Currently the developer has approval from the City Council to develop the site with 216 multi-family dwelling units for rent, in the visual appearance of townhouses.

Background:

- City Council approved a Development Order for a Master Site Plan (MSP) application (AR# 4871), conceptually approving 216 multifamily dwelling units on the site during its January 4, 2022 meeting.
- The applicant received a Development Order for the related Technical Site Plan (TSP) application (AR# 4996), approving the 216 multifamily dwelling units on May 23, 2023. A copy of the Development Order and Overall Site Plan have been included as attachments for this application to compare the previously approved versus the proposed requests.
- The applicant received a Development Order extension extending the TSP approval to May 23, 2026.

- The applicant submitted an application to rezone the site from MFR-1 to MPD on March 31, 2025. As the application for rezoning was received while a Development Order was valid for the overall site, the TSP Development Order is considered active until a determination is made on the rezoning application. Since this time staff has worked with the applicant and their team to reduce deviations within the MPD's Development Agreement from the Unified Land Development Code (LDC) and allow them time to host a neighborhood meeting for the MPD. During this time, it is worth noting that the majority of the time from the applicant's original submission to now was pending resubmittals from the applicant.

Project Description: The applicant's MPD Development Agreement (DA) would allow the site to be developed with the same overall density as previously approved, at up to 216 dwelling units. The applicant's purpose of the MPD rezoning and Development Agreement is to allow the applicant to develop the site as fee-simple townhouses owned by the individual residents as opposed to operating the site as a multifamily rental property.

The project is planned to be developed in three phases and feature an amenity center for the project's residents along with a publicly accessible dog park that is planned to be ±0.25 acres in size. The applicant included language to require the amenity center and dog park to be constructed during the first phase of the development and shall be completed or concurrent with the first Certificate of Occupancy for any residential unit. The MPD DA also establishes provisions to allow on-street "roadside" parking for ±34 guest parking spaces scattered throughout the project site. Section 11.1 of the MPD DA provides dimensional standards within the site.

In review of the deviations of the dimensional standards from the existing MFR-1 zoning district the MPD DA features:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

In the event that the proposed MPD is approved by City Council, the project will require platting to establish the individual tracts for wetland preservation, common open space, recreation, roads, and the residential lots for each townhouse dwelling unit. Due to that the Conceptual Plan of the MPD may undergo slight alterations due to the platting review process, but the MPD DA explicitly caps density at up to 216 dwelling units.

Public Participation: The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday July 14, 2026, in Rymfire Elementary School's cafeteria. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting was attended by approximately 25 members of the public.

Documentation summarizing the neighborhood meeting and an email inquiry has been attached to the agenda item.

Planning and Land Development Regulation Board: The Planning and Land Development Regulation Board heard this item at their August 19, 2026 meeting. During the meeting two members of the public spoke against the proposed MPD rezoning. After deliberation, the Planning and Land Development Regulation Board voted unanimously, with a four to zero vote, to recommend approval to the City Council.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS THAT THE CITY COUNCIL DETERMINE THAT THE PROPOSED MASTER PLANNED DEVELOPMENT (APPLICATION 6212) IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND APPROVE THE APPLICANT'S OFFICIAL ZONING MAP AMENDMENT TO MASTER PLANNED DEVELOPMENT.

City Council
Public Hearing October 6, 2026

Red Mill Pointe Master Planned Development
AR # 6212

Staff Presentation:
Michael Hanson, AICP, Senior Planner

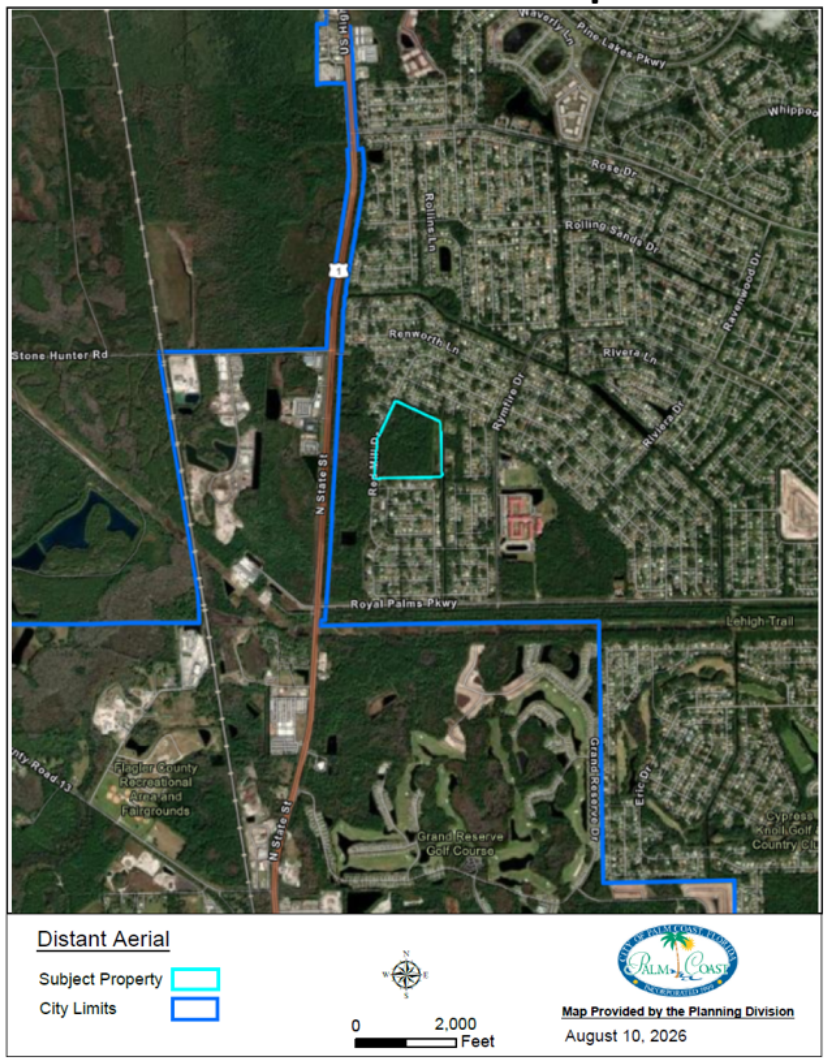
Application Background

- Owner: Red Mill Pointe LLC
- Applicant: Michael D. Chiumento III, Esq. of Chiumento Law
- Subject Property: 76 Red Mill Drive
- Location: East side of Red Mill Drive approximately 3/4 miles from its intersections with Rymfire Drive.
- Request: Amend the Official Zoning Map on the subject property from Multifamily Residential (MFR-1) to Master Planned Development (MPD) with a Development Agreement, in order for the property to be developed with fee-simple townhouses.

PALM COAST

Aerial Maps

Distant Aerial Map



Close Aerial Map



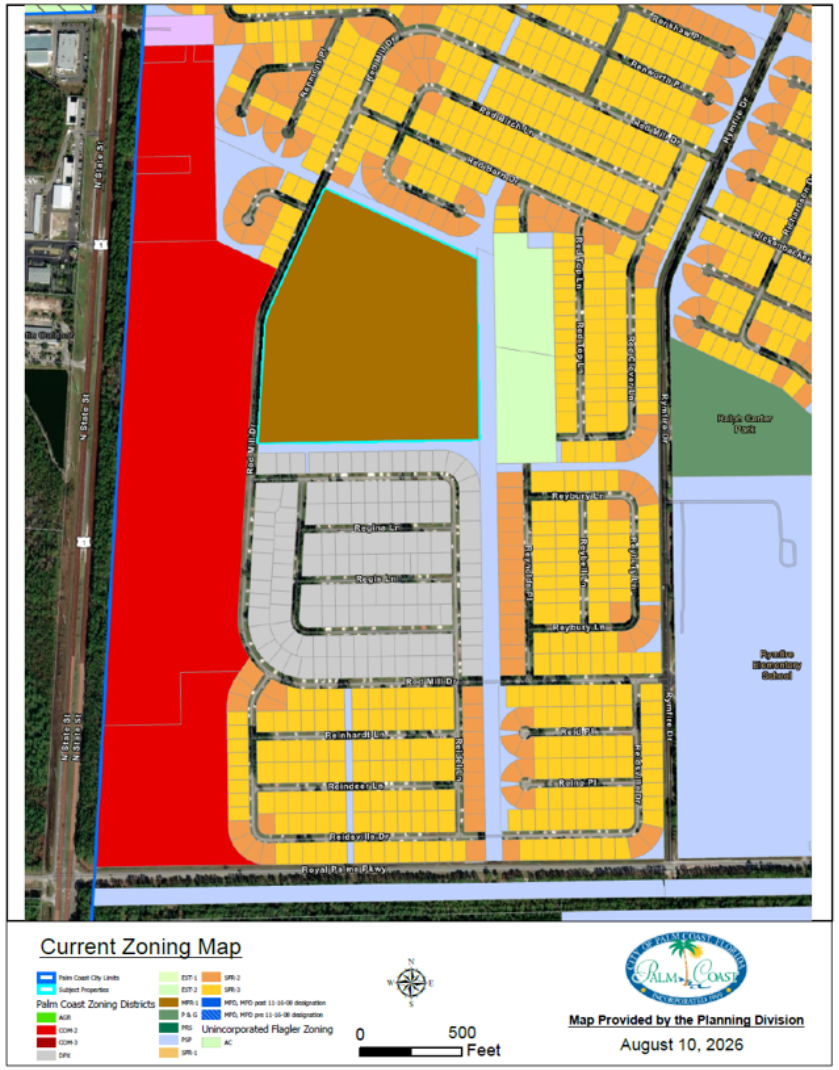
PALM COAST

Future Land Use and Zoning Maps

Future Land Use Map

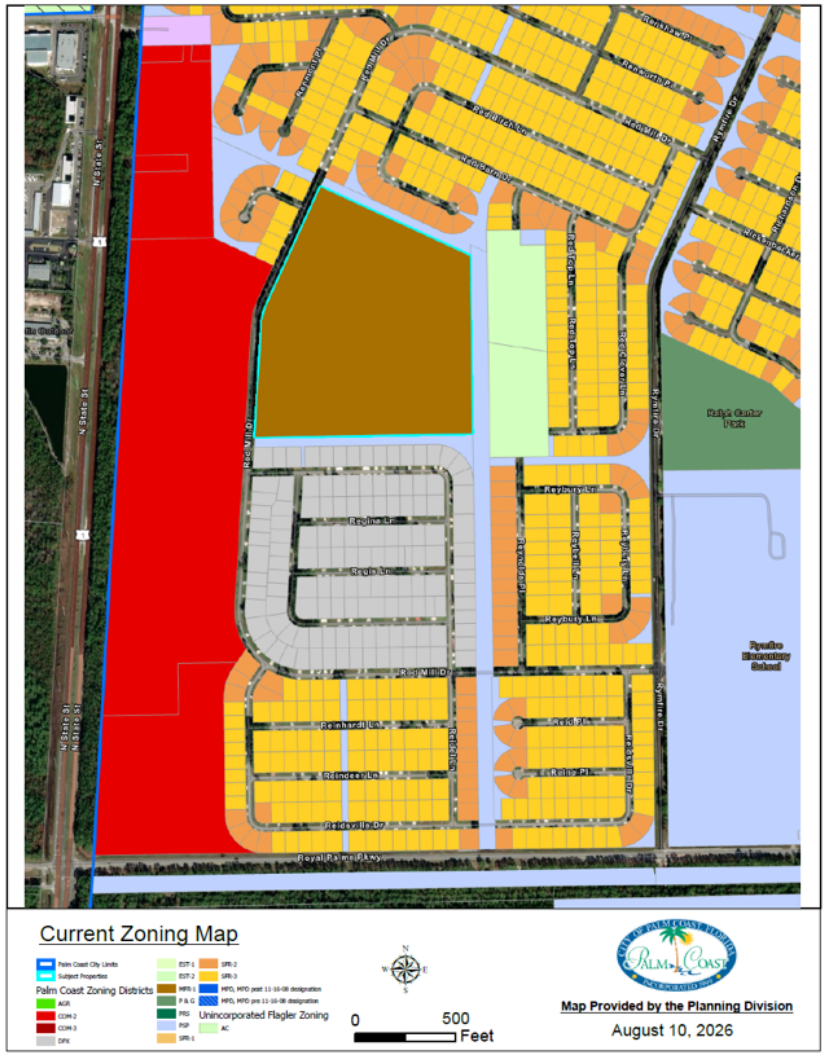


Current Zoning Map

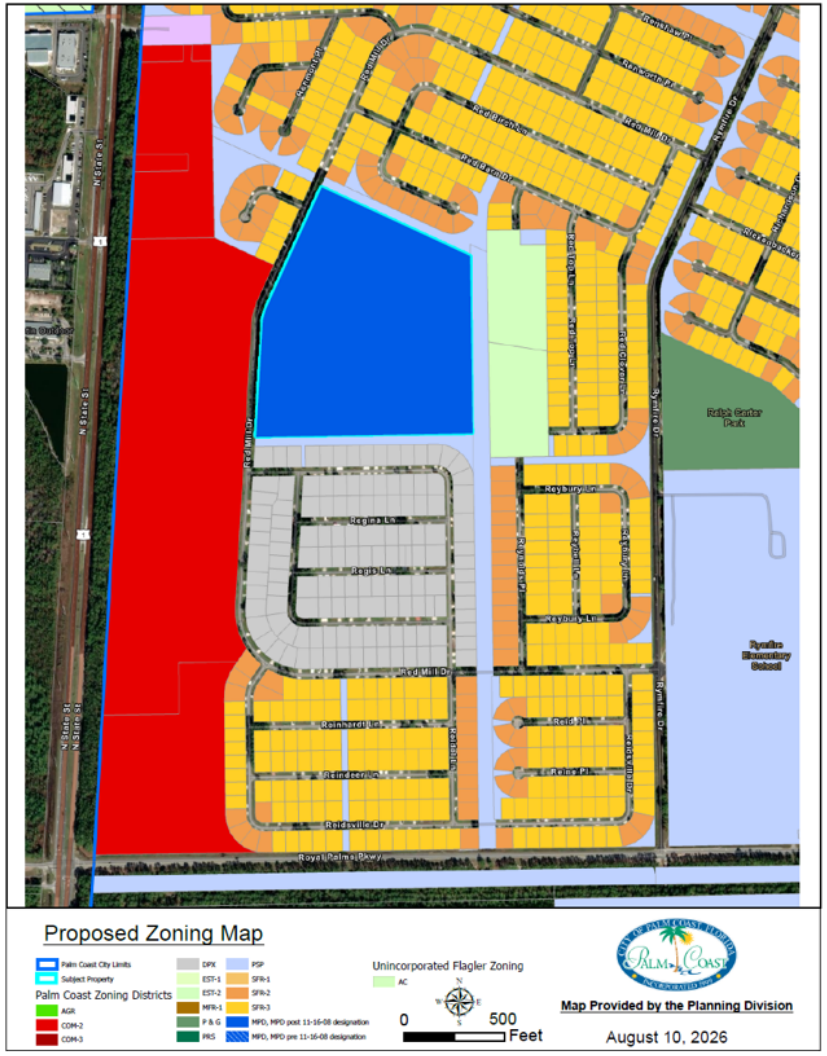


Current and Proposed Zoning Maps

Current Zoning Map



Proposed Zoning Map



Background & History

- City Council approved a Development Order for a Master Site Plan (MSP) application (AR# 4871), conceptually approving 216 multifamily dwelling units on the site during its January 4, 2022 meeting.
- The applicant received a Development Order for the related Technical Site Plan (TSP) application (AR# 4996), approving the 216 multifamily dwelling units on May 23, 2023. A copy of the Development Order and Overall Site Plan have been included as attachments for this application to compare the previously approved versus the proposed requests.
- The applicant received a Development Order extension extending the TSP approval to May 23, 2026.
- The applicant submitted an application to rezone the site from MFR-1 to MPD on March 31, 2025. As the application for rezoning was received while a Development Order was valid for the overall site, the TSP Development Order is considered active until a determination is made on the rezoning application. Since this time staff has worked with the applicant and their team to reduce deviations within the MPD's Development Agreement from the Unified Land Development Code (LDC) and allow them time to host a neighborhood meeting for the MPD. During this time, it is worth noting that the majority of the time from the applicant's original submission to now was pending resubmittals from the applicant.

Project Description

The applicant's MPD Development Agreement (DA) would allow the site to be developed with the same overall density as previously approved, at up to 216 dwelling units. The applicant's purpose of the MPD rezoning and Development Agreement is to allow the applicant to develop the site as fee-simple townhouses owned by the individual residents as opposed to operating the site as a multifamily rental property.

The project is planned to be developed in three phases and feature an amenity center for the project's residents along with a publicly accessible dog park that is planned to be ±0.25 acres in size. The applicant included language to require the amenity center and dog park to be constructed during the first phase of the development and shall be completed or concurrent with the first Certificate of Occupancy for any residential unit. The MPD DA also establishes provisions to allow on-street "roadside" parking for ±34 guest parking spaces scattered throughout the project site. Section 11.1 of the MPD DA provides dimensional standards within the site.

MPD Deviations to LDC

In review of the deviations of the dimensional standards from the existing MFR-1 zoning district the MPD DA features:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

Surrounding Land Uses

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential, Canals
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
EAST:	FLUM:	Residential, Canals
	Zoning:	Suburban Estate (EST-2), Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
SOUTH:	FLUM:	Residential
	Zoning:	Duplex Residential (DPX), Public/Semipublic (PSP)
WEST:	FLUM:	Residential, Mixed Use, Greenbelt
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), General Commercial (COM-2), Public/Semipublic (PSP)

Approved Site Plan (AR# 4996)

Instrument No: 2023031127 7/20/2023 11:00 AM BK: 2797 PG: 1843 PAGES: 5 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared By:
Community Development Department
City of Palm Coast
160 Lake Avenue, Suite 135
Palm Coast, FL 32164

Return To:
City Clerk
City of Palm Coast
160 Lake Avenue, Suite 225
Palm Coast, FL 32164

Reserved for Recording Information:

CITY OF PALM COAST

TECHNICAL SITE PLAN WITH MASTER PLAN
DEVELOPMENT ORDER APPROVAL
RED MILL POINTE

Unofficial Copy

On May 23, 2023, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

35.41 AC PALM COAST SEC 33 RESERVE PARCEL F-3 OR 553 PG 1539 OR 846 PG 1588-CD OR 984 PG 1608 OR 1292 PG 679 OR 1364/1515 OR 1622/1965 OR 1887/91 OR 2023/551

(The afore described property description has been provided to the City of Palm Coast by the owner of the afore described property.)

FINDINGS OF FACT

Property Owner: RED MILL POINTE, LLC
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819

Project Name: RED MILL POINTE
Project No.: 2007030016
Application Type: TECHNICAL SITE PLAN WITH MASTER PLAN
Application No. 4996

Requested Development Approval: Site Plan Approval for RED MILL POINTE MULTIFAMILY TOWNHOMES (in accordance with stamped approved plans)

Zoning Classification: MFR-1
FLUM: Mixed Use

Parcel #:07-11-31-7033-0RP0F-0030
Parcel Acreage: 35.41 AC
Site S.F.: 25,639.337

SITE DEVELOPMENT DATA

Building Use: Residential Townhomes
Bldg Height: 35'
Total Bldg Square Footage: 5.04 AC
Number of Bldgs: 33
Phase 1: 60 Units; Phase 2: 88 Units; Phase 3: 68 Units
Total Units: 216
(Use table only for Multi-Family Apartments)

Bldgs Numbers: 33	Units per Bldg:
Phase 1 - 9 Bldgs	60 Units
Phase 2 - 13 Bldgs	88 Units
Phase 2 - 11 Bldgs	68 Units

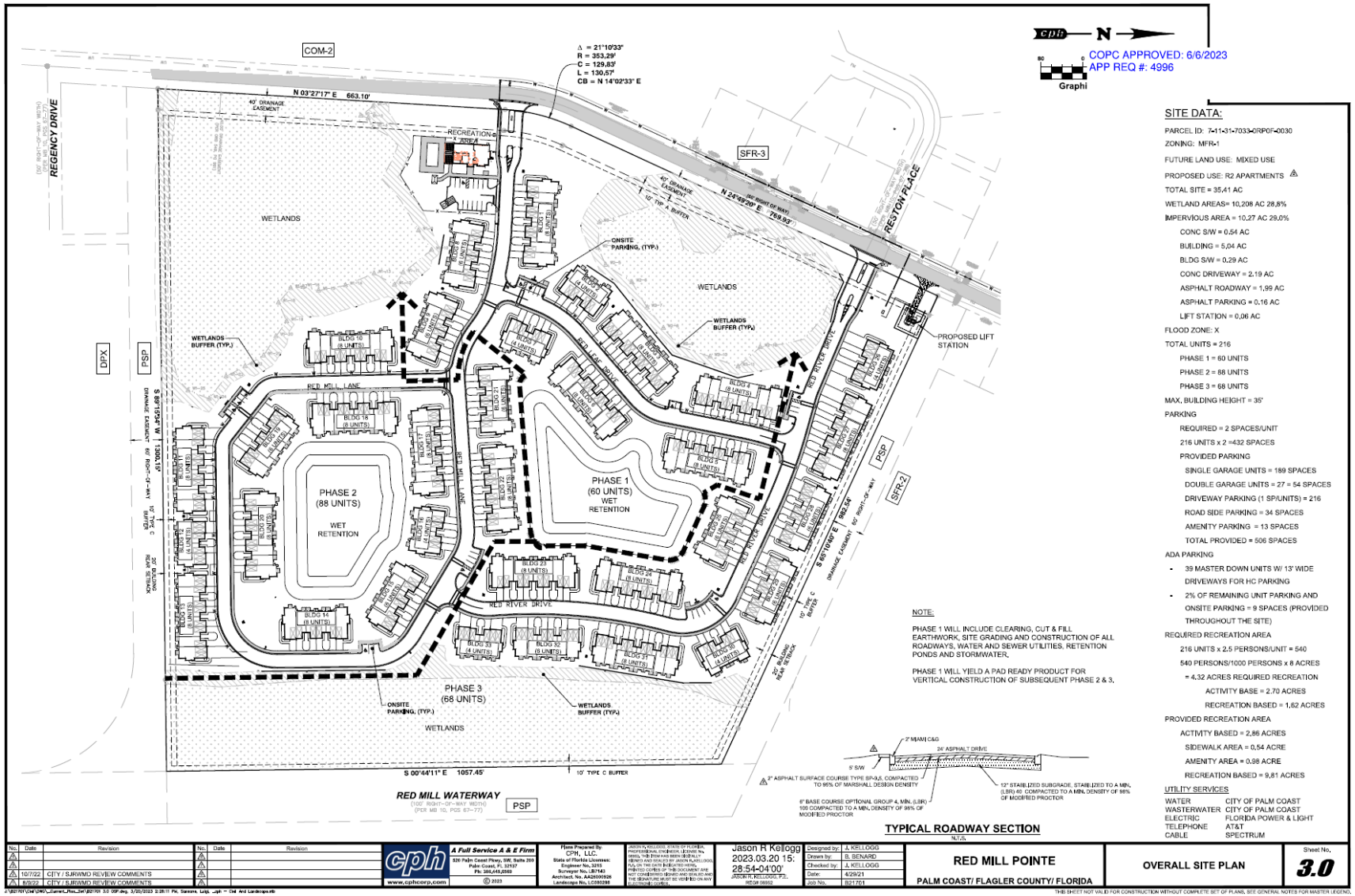
Amenity Center: 2,583
Parking Provided: Standard Spaces 506 (Single Garage Unit-189: Double Garage Units-54: Driveway Parking-216: Roadside Parking 34: Amenity Parking: 13)
Total Parking Spaces: 506
ADA Spaces: 39 Master Down Units + 9 Spaces throughout the site.
Impervious Surface Ratio (ISR): 29%
Pervious/Open Space: 71%

CONCLUSIONS OF LAW

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

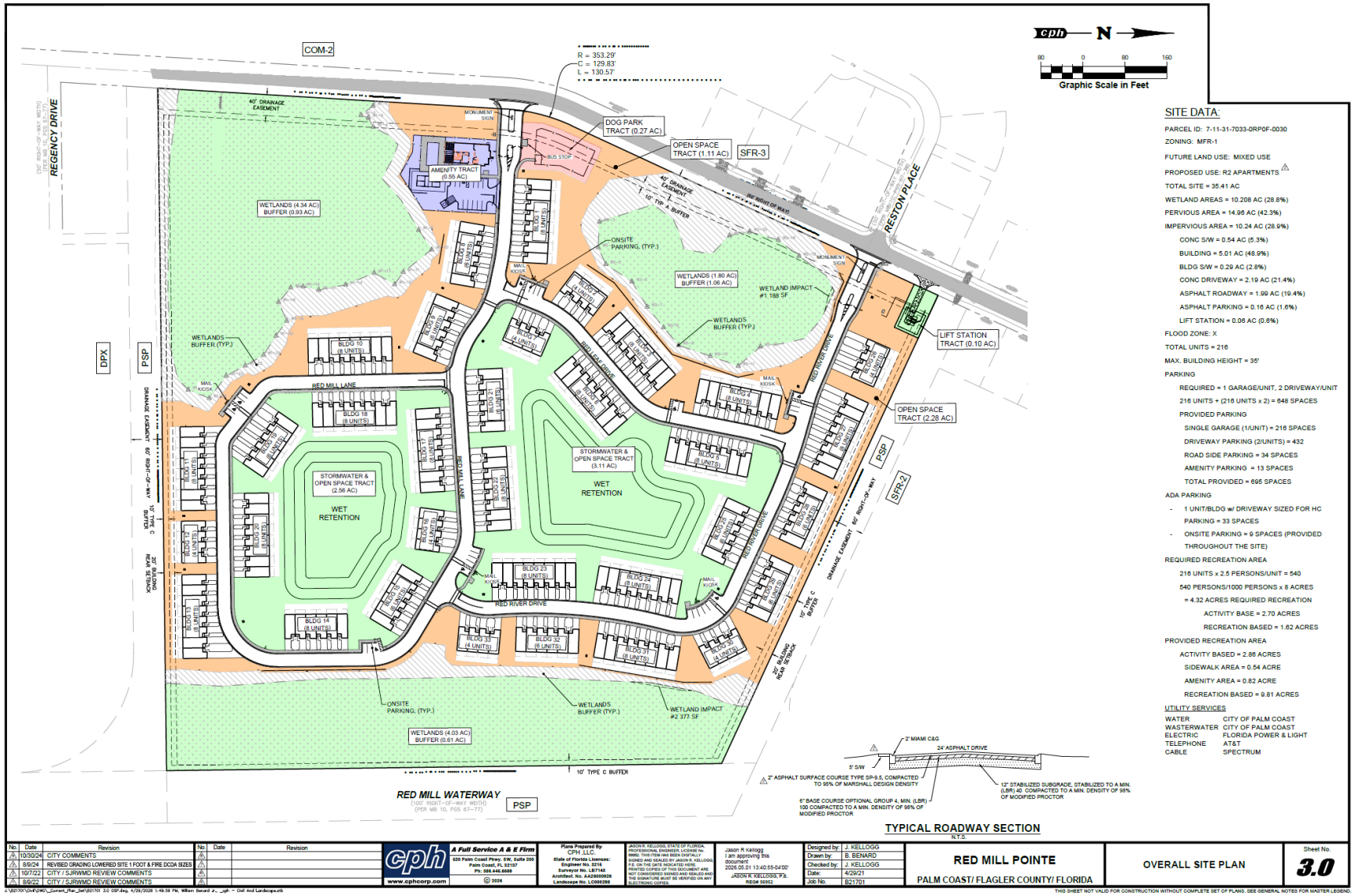
The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the afore described property.

Approved Site Plan (AR# 4996)



PALM COAST

Proposed MPD Conceptual Plan



Master Planned Development

LDC Sec. 2.05.05
Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a 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;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

Palm Coast

Master Planned Development

LDC Sec. 2.09.04
Criteria Analysis

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.
B. Consistency with the general intent of the LDC.
C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.
D. Compatibility within the development and relationship with 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.
F. The feasibility and compatibility of development phases to stand as independent developments.

Master Planned Development

LDC Sec. 2.09.04
Criteria Analysis
(continued)

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

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

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

PALM COAST

Master Planned Development

Findings Summary

- The project currently has entitlements for 216 multifamily dwelling units already, MPD rezoning keeps the entitlements at the number previously approved by City Council,
- The MPD enables the project to be platted with the almost the same site plan layout as what Council previously approved, promoting residential home ownership.
- The requested MPD rezoning meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- The public gains access to a neighborhood scale dog park.

Public Participation

- The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday July 14, 2026, in Rymfire Elementary School's cafeteria. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting was attended by approximately 25 members of the public.

- Documentation summarizing the neighborhood meeting has been attached to the agenda item.

- Staff has received one email inquiry regarding the process following the neighborhood meeting at this time, it was included with the application.

Zoning Map Amendment

PLDRB Meeting

The Planning and Land Development Regulation Board heard this item at their August 19, 2026 meeting. During the meeting two members of the public spoke against the proposed MPD rezoning. After deliberation, the Planning and Land Development Regulation Board voted unanimously, with a four to zero vote, to recommend approval to the City Council.

Master Planned Development

Recommendation

The Planning and Land Development Regulation Board recommends that the City Council determine that the proposed Master Planned Development (Application No. 6212) is consistent with the Comprehensive Plan and approve the applicant's official zoning map amendment to Master Planned Development.

Next Steps

- The PLDRB's recommendation shall be forwarded to the City Council for consideration during first and second readings of the proposed ordinance, these are currently scheduled for October 6th, 2026, and October 20th, 2026.
- The developer will be required go through the platting process prior to developing the site.

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-_____
REZONING RED MILL POINTE MASTER PLAN DEVELOPMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; FOR 35.41± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF RED MILL DRIVE APPROXIMATELY 3/4 MILES FROM ITS INTERSECTIONS WITH RYMFIRE DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM THE MULTIFAMILY RESIDENTIAL (MFR-1) ZONING DISTRICT TO THE MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT ALONG WITH A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Red Mill Point LLC, a Florida limited liability company ("Owner") is the Owner of real property identified by parcel number 07-11-31-7033-0RP0F-0030, which consists of ±35.41 acres ("Property") generally located on the east side of Red Mill Drive approximately 3/4 miles from its intersections with Rymfire Drive, in the City of Palm Coast, Flagler County, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the Owner has received Master Site Plan approval for 216 multifamily dwelling units on the site as approved by City Council at their January, 4, 2022 meeting; and

WHEREAS, on May 23, 2023 the Owner received a Development Order for Technical Site Plan approval of the site to be developed with 216 multifamily dwelling units, and now desires to develop the previously approved 216 dwelling units as attached single-family townhouse residences on fee-simple lots; and

WHEREAS, as a result, the Owner requests approval for an official zoning map amendment to Master Planned Development (MPD) on the Property per the conditions set forth in this Development Agreement and its exhibits attached hereto as Exhibit "B"; and

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

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

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on August 19, 2026, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

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

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

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

SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.

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

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

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on the first reading after due public notice and hearing this _____ day of _____, 2026.

ADOPTED on the second reading after due public notice and hearing this _____ day of _____, 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments:

Exhibit “A” – Legal Description of subject property subject to Official Zoning Map amendment
Exhibit “B” – MPD Development Agreement

EXHIBIT “A”
LEGAL DESCRIPTION

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT “B”
MPD DEVELOPMENT AGREEMENT

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

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

MASTER PLAN DEVELOPMENT AGREEMENT

FOR RED MILL POINTE

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this ____day of _____, 2026, 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 **RED MILL POINTE, LLC, a Florida limited liability company** (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is Post Office Box 770279, Orlando, Florida 32877.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of +/- 35 acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "1"** and incorporated herein ("Owner's Property" or "Subject Property");

WHEREAS, on November 6, 2007 the City of Palm Coast issued a Development Order recorded on February 26, 2008 in O.R. Book 1645, Page 1882, Public Records of Flagler

County, Florida, relating to and concerning the Subject Property which originally approved the development of a multifamily residence community with approval for 174 townhomes.

WHEREAS, on January 4, 2022 the City of Palm Coast issued a Development Order recorded on February 11, 2022 in O.R. Book 2657, Page 1870, Public Records of Flagler County, Florida, relating to and concerning the Subject Property which originally approved the development of a multifamily residence community with approval for 216 townhomes.

WHEREAS, on May 23, 2023, the City of Palm Coast issued a Development Order recorded on July 20, 2023 in O.R. Book 2797, Page 1843, Public Records of Flagler County, Florida, relating to and concerning the Subject Property which originally approved the development of a multifamily residence community with approval for 216 townhomes.

WHEREAS, on February 11, 2025, the City approved an extension for the Development Order to May 23, 2026.

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

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the "MPD") is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

powers;

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

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

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

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

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

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a mixed-use development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit "2"** and as further described as follows: up to 216 residential units.

FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is Mixed Use. This Development Agreement is consistent with the City's Comprehensive Plan (2050).

SECTION 4. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-for a Master Planned Development affecting the Owner's Property subject to the terms and conditions of this Development Agreement.

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

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

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

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

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land

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

SECTION 6. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Conceptual Master Plan (Exhibit "2") with the uses of the Subject Property being limited to those provided on the table provided below. The design standards for the permitted use on the Subject Property shall comply with the LDC or design standards provided in Section 11.1, Lot Dimensional Standards, below:

ZONING DISTRICT	APPROVED USES
Residential	Town House, Amenity

(a) Town House: This use permits three or more attached single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

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

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

SECTION 7. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

SECTION 8. FACILITY COMMITMENTS.

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

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

i. Private Improvements: The parking areas; utilities; master stormwater

system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan.

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

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

(f) PARK AND RECREATION: As generally depicted on the Conceptual

Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date. In addition, the Owner shall construct and maintain a dog park on the Property, which shall be accessible to the surrounding community at no charge; provided, however, that such access shall be limited to pedestrian access only, and no vehicular access or parking rights are granted or implied. Reasonable restrictions, such as open and close time, may be imposed so long as they are equally applicable to the residents of the Property and the general public.

SECTION 9. DEVELOPMENT STANDARDS.

9.1 PARKING: Parking requirements for the Subject Property shall be depicted on the Conceptual Master Plan and shall include the following:

(a) UNIT PARKING: There shall be two (2) driveway parking spaces and one (1) single garage space per unit

(b) ROAD SIDE PARKING: There shall be thirty-four (34) spaces of road side parking available for guests throughout the Property.

(c) AMENITY PARKING: There shall be thirteen (13) spaces available for amenity parking.

9.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

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

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

9.5 DRAINAGE:

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

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

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

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

9.8 FIRE PROTECTION: Fire protection requirements for the Project will be met

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

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

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

9.11 RESOURCE PROTECTION:

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

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

9.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances. Impacts are limited. All preserved wetlands within the Project shall be placed into conservation easements in favor of the St. Johns River Water Management District, in a form acceptable to the District.

9.13 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local,

state, federal, and City water quality laws, rules, regulations, and ordinances.

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

9.15 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC.

9.16 SIGNAGE: The Red Mill Pointe development may be identified as provided on the Conceptual Master Plan.

SECTION 10. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

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

building permits for that phase.

(c) The amenity centers and public benefit uses associated with the development shall be constructed as part of the first phase of development and shall be completed prior to or concurrent with the issuance of the first Certificate of Occupancy for any residential unit within the project.

SECTION 11. LOT AND BUILDING STANDARDS.

11.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for the permitted use shall comply with the LDC for townhomes and are as follows:

Townhome Site Development Requirements

Type	Townhome
Min. Lot Width interior/exterior	**20'/25'**
Min. Lot Depth	**90'**
Min. Lot Size (SF) interior/exterior	**1800/2550**
Min. Side Setback Interior/exterior	**0'/10**
Min. Street-Side Setback	**20'**
Min. Front Setback	**20'**
Max. Bldg. Height	**50'**
Min. Rear Setback	**10'**
Max. Impervious Surface Ratio	**70%**
Min. Square Footage	**1400**

(Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased.)

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

SECTION 12. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

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

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

SECTION 13. DEVELOPMENT FEES.

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

SECTION 14. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the

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

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: Red Mill Pointe, LLC
Attn: Robert Kociecki
Post Office Box 770279
Orlando, FL 32877

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 17. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the

event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall remain valid and binding on the parties.

SECTION 18. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

land development regulations and requirements.

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

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

SECTION 20. TERM / EFFECTIVE DATE.

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

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

Development of the Project shall commence within the timeframes set forth herein. Such timeframes may be extended in accordance with the extension provisions of the City's Land Development Code, as may be amended from time to time, or pursuant to any applicable statutory tolling provisions. In the event the Project fails to commence within the required timeframe, as may be extended, this Development Agreement and the approvals granted herein may expire. Any subsequent development of the Property shall require approval by the City through an amendment to this Development Agreement, rezoning, or other applicable development order, in accordance with the City's Land Development Code. SECTION 21. RECORDATION.

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

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. 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 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

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

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

SECTION 28. 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 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

of this Development Agreement.

SECTION 31. 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 32. 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 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

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

CITY OF PALM COAST, FLORIDA

_____

Michael Norris, Mayor

ATTEST:

_____

Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Marcus Duffy, City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Michael Norris, 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"
Red Mill Pointe, LLC, a Florida limited liability company

_____

By:_____

_____

Robert Kociecki, Manager

(print)

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Robert Kociecki, Manager Red Mill Pointe, LLC (check one) □ who is personally known to me or □ who produced _____as identification.

_____

Notary Public – State of Florida

Print Name:_____

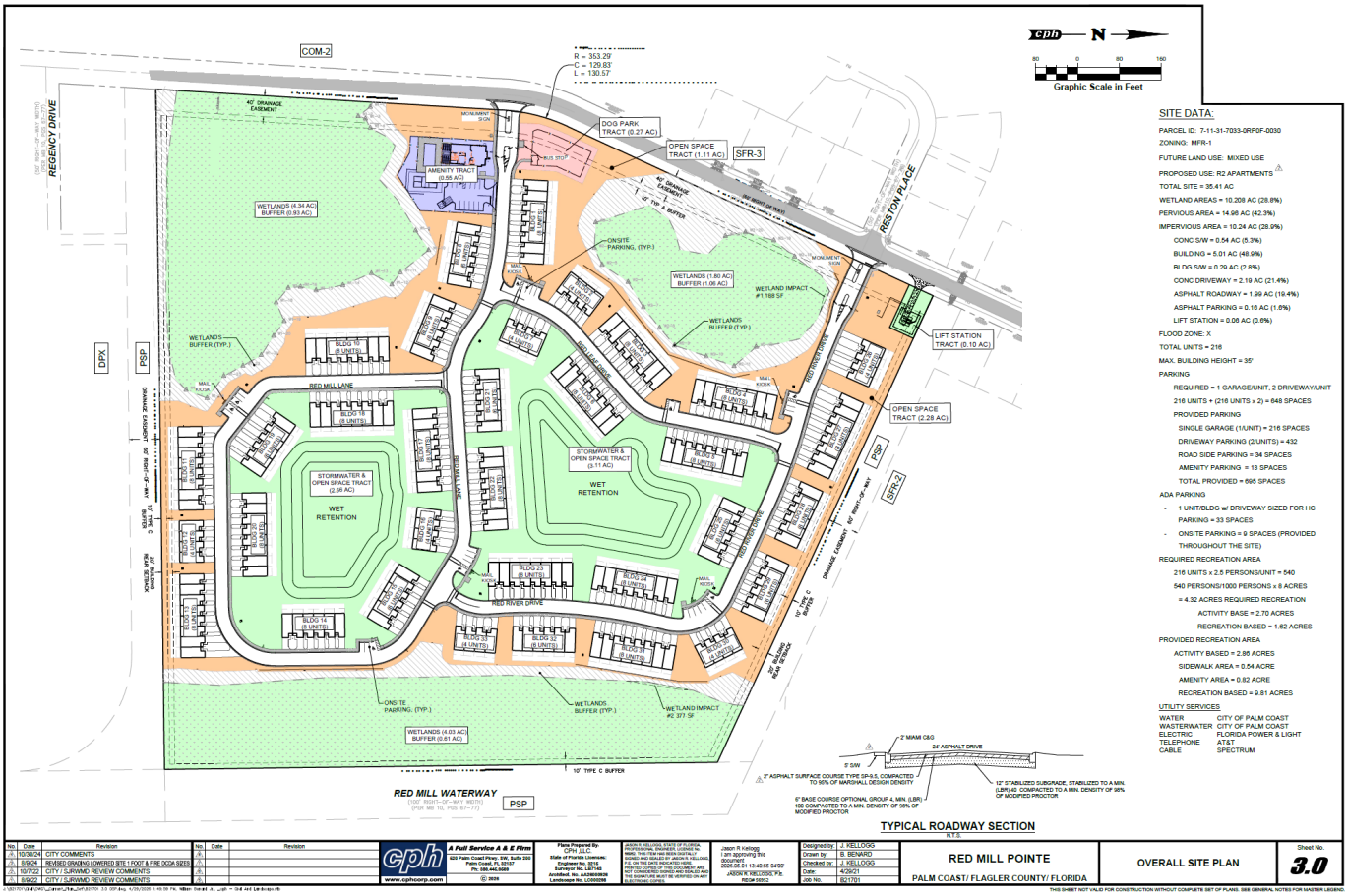
My Commission expires:

EXHIBIT "1"

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN



COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR RED MILL POINTE MASTER PLANNED DEVELOPMENT
CITY COUNCIL
PUBLIC HEARING ON OCTOBER 6, 2026

OVERVIEW

Application Number:	6212
Applicant:	Michael D. Chiumento III, Esq. of Chiumento Law
Property Description:	The east side of Red Mill Drive approximately 3/4 miles from its intersections with Rymfire Drive.
Property Owner:	Red Mill Pointe LLC
Parcel ID #:	07-11-31-7033-0RP0F-0030
Parcel Address:	76 Red Mill Drive
Current FLUM:	Mixed Use
Current Zoning:	Multifamily Residential (MFR-1)
Current Use:	Vacant
Size of Property:	±35.41 acres
Requested Action:	Amend the Official Zoning Map on the subject property from Multifamily Residential (MFR-1) to Master Planned Development (MPD) with a Development Agreement, in order for the property to be developed with fee-simple townhouses.

ANALYSIS

REQUESTED ACTION

The applicant is requesting an amendment to the Official Zoning Map (rezoning) from MFR-1 to MPD for their client to be able to develop the site with 216 single-family dwelling units in the form of attached fee-simple townhouses. The applicant has included a Development Agreement Currently the developer has approval from the City Council to develop the site with 216 multi-family dwelling units for rent, in the visual appearance of townhouses.

BACKGROUND/SITE HISTORY

- City Council approved a Development Order for a Master Site Plan (MSP) application (AR# 4871), conceptually approving 216 multifamily dwelling units on the site during its January 4, 2022 meeting.
- The applicant received a Development Order for the related Technical Site Plan (TSP) application (AR# 4996), approving the 216 multifamily dwelling units on May 23, 2023. A copy of the Development Order and Overall Site Plan have been included as attachments for this application to compare the previously approved versus the proposed requests.
- The applicant received a Development Order extension extending the TSP approval to May 23, 2026.

- The applicant submitted an application to rezone the site from MFR-1 to MPD on March 31, 2025. As the application for rezoning was received while a Development Order was valid for the overall site, the TSP Development Order is considered active until a determination is made on the rezoning application. Since this time staff has worked with the applicant and their team to reduce deviations within the MPD's Development Agreement from the Unified Land Development Code (LDC) and allow them time to host a neighborhood meeting for the MPD. During this time, it is worth noting that the majority of the time from the applicant's original submission to now was pending resubmittals from the applicant.

PROJECT DESCRIPTION

The applicant's MPD Development Agreement (DA) would allow the site to be developed with the same overall density as previously approved, at up to 216 dwelling units. The applicant's purpose of the MPD rezoning and Development Agreement is to allow the applicant to develop the site as fee-simple townhouses owned by the individual residents as opposed to operating the site as a multifamily rental property.

The project is planned to be developed in three phases and feature an amenity center for the project's residents along with a publicly accessible dog park that is planned to be ±0.25 acres in size. The applicant included language to require the amenity center and dog park to be constructed during the first phase of the development and shall be completed or concurrent with the first Certificate of Occupancy for any residential unit. The MPD DA also establishes provisions to allow on-street "roadside" parking for ±34 guest parking spaces scattered throughout the project site. Section 11.1 of the MPD DA provides dimensional standards within the site.

In review of the deviations of the dimensional standards from the existing MFR-1 zoning district the MPD DA features:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

In the event that the proposed MPD is approved by City Council, the project will require platting to establish the individual tracts for wetland preservation, common open space, recreation, roads, and the residential lots for each townhouse dwelling unit. Due to that the Conceptual Plan of the MPD may undergo slight alterations due to the platting review process, but the MPD DA explicitly caps density at up to 216 dwelling units.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Mixed Use

Zoning District	MFR-1	MPD
Use	Vacant Land	Townhouse subdivision
Acreage	±35.41 acres	±35.41 acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential, Canals
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
EAST:	FLUM:	Residential, Canals
	Zoning:	Suburban Estate (EST-2), Single-Family Residential (SFR-2 & SFR-3), Public/Semipublic (PSP)
SOUTH:	FLUM:	Residential
	Zoning:	Duplex Residential (DPX), Public/Semipublic (PSP)
WEST:	FLUM:	Residential, Mixed Use, Greenbelt
	Zoning:	Single-Family Residential (SFR-2 & SFR-3), General Commercial (COM-2), Public/Semipublic (PSP)

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

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

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

Staff Finding: The proposed MPD does not add any additional density to the overall project's previous approved 216 dwelling units. The TSP application proposed a total of 33 buildings with the appearance of townhouses. Reviewing the MPD's conceptual plan versus the previously approved site plan is almost identical with the addition of the MPD providing a publicly accessible dog park. The MPD proposes using the same two access points from Red Mill Drive. Although the MPD DA has some deviations to the LDC's MFR-1 minimum setbacks and lot size/width requirements, the project enables the developer to create fee-simple townhouse lots utilizing the overall design of the previously approved multifamily project. Staff finds that will the proposed MPD DA does not create a further impact upon the public than what was previously approved by City Council, and therefore the criteria is met.

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 Comprehensive Plan. The following policies are provided for elaboration:

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

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

The project site is a contiguous pocket of land that was previously approved for 216 multi-family residential units.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The project does not expand into areas which are currently not served by infrastructure. The attached concept plan proposes a lift station in the northwest of their development. During the Preliminary Plat process, the applicant will have to ensure that the facilities are adequate to serve the proposed development. City review staff will evaluate the plans at that point to determine if any additional improvements are necessary to support the project.

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

Staff Finding: Potable water and sewer services are available nearby to serve the project. The developer will be required to pay applicable impact fees to ensure that the City does not have a financial liability for the project.

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

Staff Finding: The project already has approved residential entitlements to support the 216 dwelling units as multifamily apartments in the form of townhomes on the site. The proposed MPD would allow the applicant to modify developmental dimensional standards in order to convert their proposed project into platted fee-simple lots that are owned by the individual residents which promotes home ownership and community investment.

The proposed conceptual plan is almost identical to the approved TSP with the exception of an additional public benefit of the previously discussed dog park. It has the same perimeter buffers that were required with the TSP application. Therefore, the MPD rezoning does not create an unreasonable hazard, nuisance, or threat to the general health, welfare, or safety of the City's inhabitants. As the MPD is a zoning district, and the concept plan is conceptual, City review staff shall evaluate the project during its platting to ensure compliance with all applicable code requirements and ensure all concurrency monitored facilities are met.

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

Staff Finding: If the subject property's MPD rezoning is approved by City Council, it will be required to comply with its Development Agreement, the LDC, the Comprehensive Plan, and all other applicable local, state and federal regulations 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: As previously stated, the proposed application is consistent with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The MPD DA is significantly consistent with the general intent of the LDC, as the conceptual plan almost identically mirrors the approved TSP site plan of AR# 4996. As discussed during the project description section some deviations include modifying the minimum dimensional standards such as:

- Minimum Lot Width of 20 feet for interior townhouse units, the exterior units meet the LDC's 25-foot minimum lot width.
- Minimum Lot Size of 1,800 square feet for interior townhouse units is a reduction of the LDC's 2,500-square-foot minimum lot size, while the DA also provides a minimum exterior unit size of 2,550 square feet.
- Minimum Front setback of 20 feet, which is a reduction of the LDC's 25-foot minimum setback.
- Minimum Rear setback of 10 feet, which is a reduction of the LDC's 20-foot minimum setback.

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

Staff Finding: The property has a Mixed Use Future Land Use Map (FLUM) designation which allows a potential of 15 dwelling units (DU) per acre by itself. That potential density is limited by the property's zoning district. Its current zoning district of MFR-1 allows for a maximum density of eight DU per acre. The proposed MPD DA would cap the project at a maximum unit count of 216 DU, which when looking at the gross acreage of the site equates to a density of ±6.10 DU per acre which is a reduction of the potential density from the current MFR-1 zoning. As City Council has previously found the project's density consistent with the character of the surrounding area, this criteria is met.

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

Staff Finding: The project is largely consistent with the LDC's townhouse requirement, with some deviations as previously discussed to minimum setbacks and lot sizes. The project will require its own platting and is contained within its own pocket of the "R" Section of Palm Coast. The previous approval of City Council evaluated the impact of 216 dwelling units within the property and was found consistent with the neighborhood.

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 this project submits for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project. The applicant will be required during the platting process to ensure that the application is able to meet the City's adopted levels of service. The applicant has already reached out to Flagler Schools to evaluate school concurrency and shall be required to mitigate school concurrency during the platting process.

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

Staff Finding: The MPD DA proposes that the project shall be constructed in three phases with the recreational amenity center and publicly accessible dog park to be constructed as part of phase one. Additionally, internal road infrastructure will be developed as the corresponding phases of their residential lots. The developer will be required to ensure that each phase is able to stand as independent developments including utility, road, pedestrian connectivity, and secondary access requirements during the platting process.

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

Staff Finding: The project proposes two points of access via Red Mill Drive, which is consistent as approved under the TSP application. The MPD submitted a Transportation Impact Analysis with its application and was reviewed by Transportation Engineering and the City's Transportation Planner. The proposed MPD did not have any additional traffic vehicular traffic generated by the project compared to the previous approved TSP; however, during the platting process, the project's transportation impacts and trip distribution will be further analyzed. The proposed MPD is unlikely to cause Red Mill Drive to fall below the City's adopted level of service.

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

Staff Finding: The MPD proposes to provide a dog park that is publicly accessible so that the surrounding community will be able to utilize. As written the MPD does not require the City to accept dedication of the park or any other infrastructure.

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

Staff Finding: The request has minor deviations to the MFR-1 zoning district's dimensional requirements pertaining to townhouse developments as previously discussed, but the requested deviations are comparatively in scope with other MPDs within the City. Additionally, the project largely mirrors the approved TSP application but exchanges multifamily rental units for single-family attached fee-simple ownership of townhouse units.

J. Impact upon the environment or natural resources.

Staff Finding: The applicant's Environmental Assessment states the project proposes 0.86 acres of secondary impacts due to the project not being able to provide a minimum 15-foot upland buffer and provided Uniform Mitigation Assessment Method (UMAM) analysis and was required to purchase 0.06 UMAM credits to offset the secondary impacts of the project. The applicant purchased the wetland mitigation credits from the Fishtail Mitigation Bank. The MPD DA proposes to place all preserved wetlands into regulatory conservation easements to the benefit of St. Johns River water Management District.

K. Impact on the economy of any affected area.

Staff Finding: The proposed project will provide jobs during construction of the project and provide housing for residents.

PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday July 14, 2026, in Rymfire Elementary School's cafeteria. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting was attended by approximately 25 members of the public.

Documentation summarizing the neighborhood meeting and an email inquiry has been attached to the agenda item.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD

The Planning and Land Development Regulation Board heard this item at their August 19, 2026 meeting. During the meeting two members of the public spoke against the proposed MPD rezoning. After deliberation, the Planning and Land Development Regulation Board voted unanimously, with a four to zero vote, to recommend approval to the City Council.

RECOMMENDATION

The Planning and Land Development Regulation Board recommends that the City Council determine that the proposed Master Planned Development (Application No. 6212) is consistent with the Comprehensive Plan and approve the applicant's official zoning map amendment to Master Planned Development.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: October 6, 2026
Ordinance Number: 2026-XX
Posted To Webpage: August 19th, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; FOR 35.41± ACRES OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF RED MILL DRIVE APPROXIMATELY 3/4 MILES FROM ITS INTERSECTIONS WITH RYMFIRE DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM THE MULTIFAMILY RESIDENTIAL (MFR-1) ZONING DISTRICT TO THE MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT ALONG WITH A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
X 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;
b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;
__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City, and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

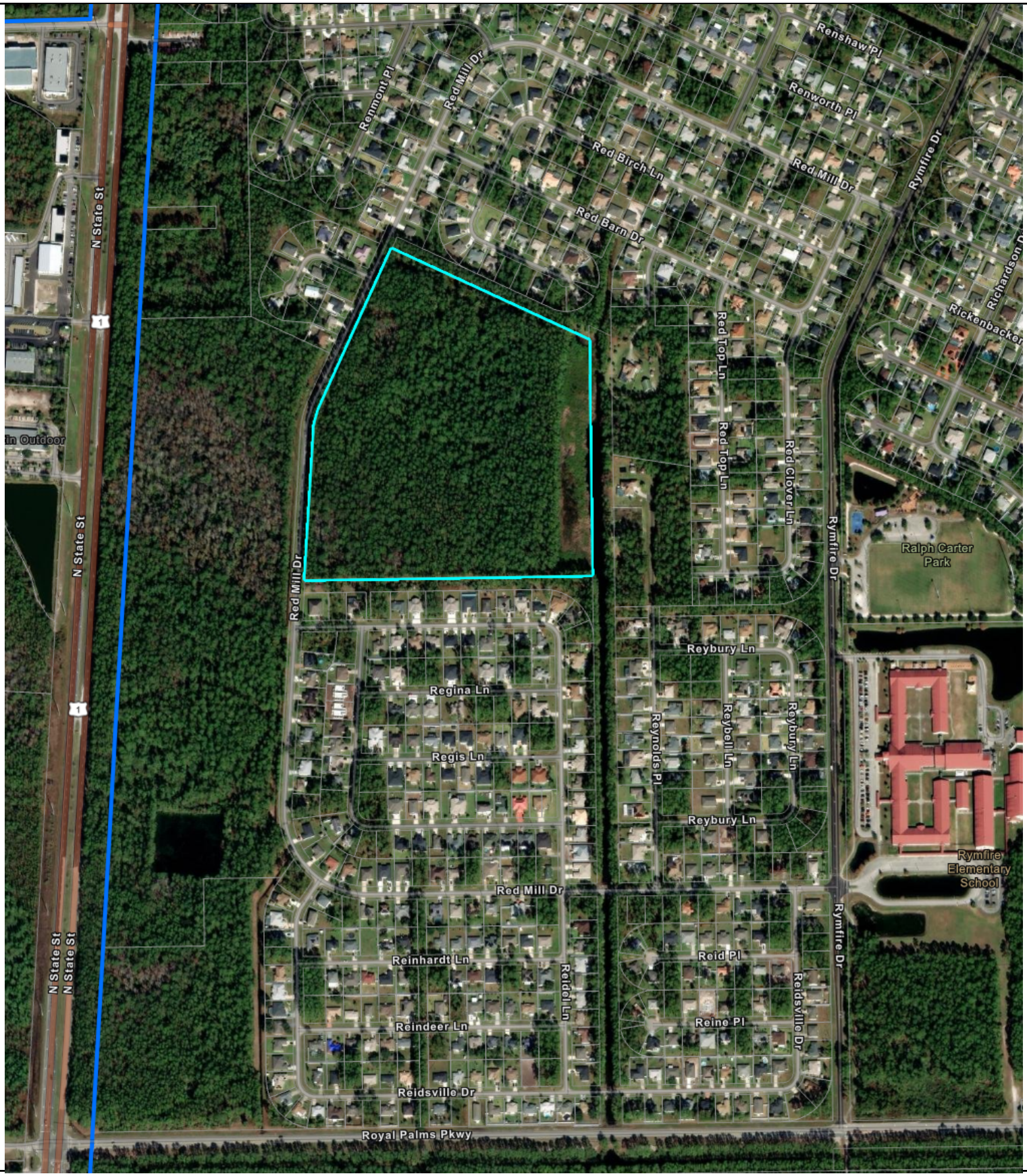
a. Estimated number of businesses impacted: Not applicable.

b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.



Close Up Aerial

Subject Property

City Limits

N
W E
S

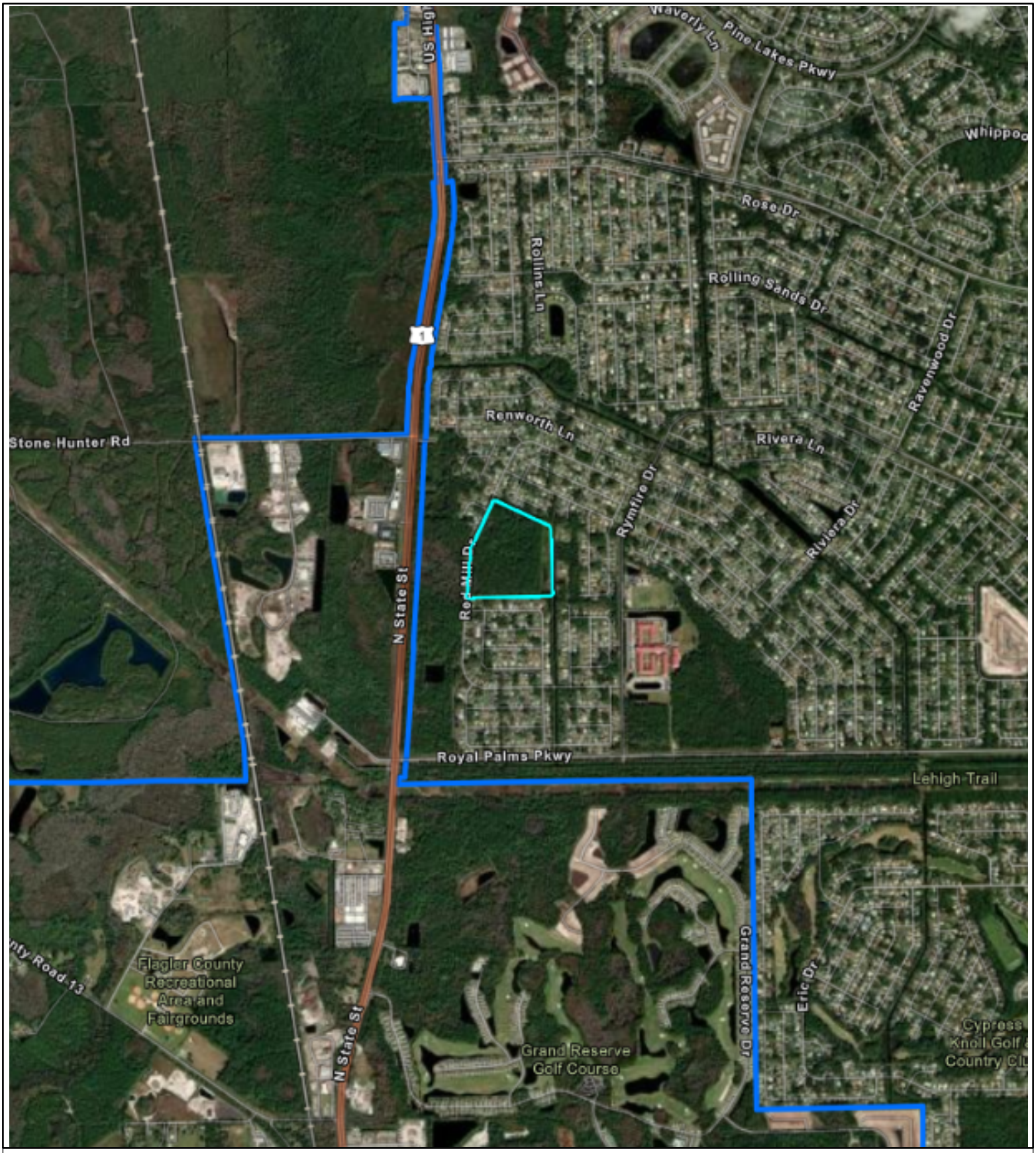
0 500 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

August 10, 2026

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



Distant Aerial

Subject Property

City Limits

N
W E
S

0 2,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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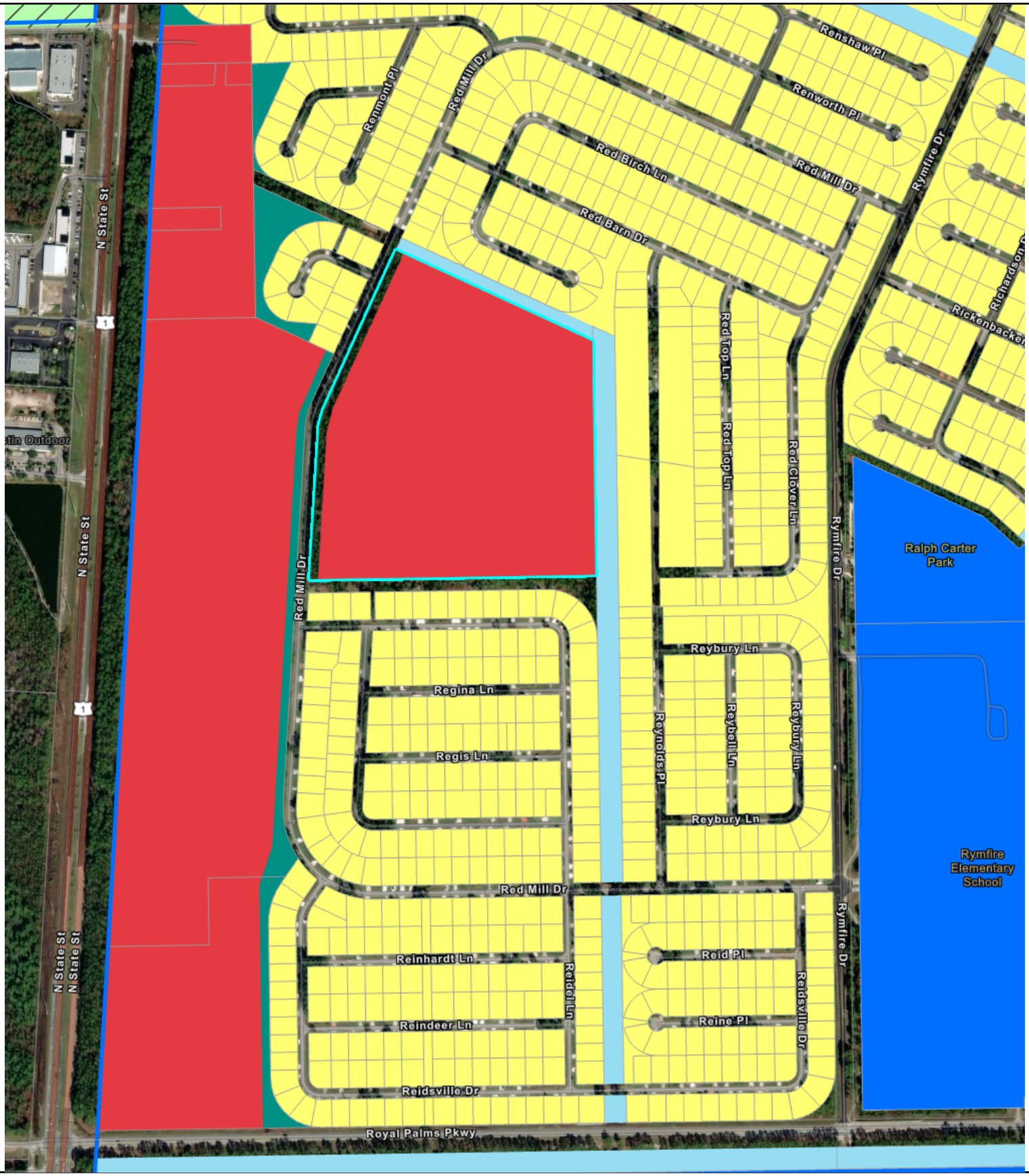

Future Land Use Map

- Palm Coast City Limits
- Subject Properties

Palm Coast FLUM

- Canals
- Conservation
- DRI-Mixed Use
- Greenbelt
- Institutional
- Mixed Use
- Residential
- AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use

- AGRICULTURE & TIMBERLANDS
- CONSERVATION

0 500 Feet

Map Provided by the Planning Division

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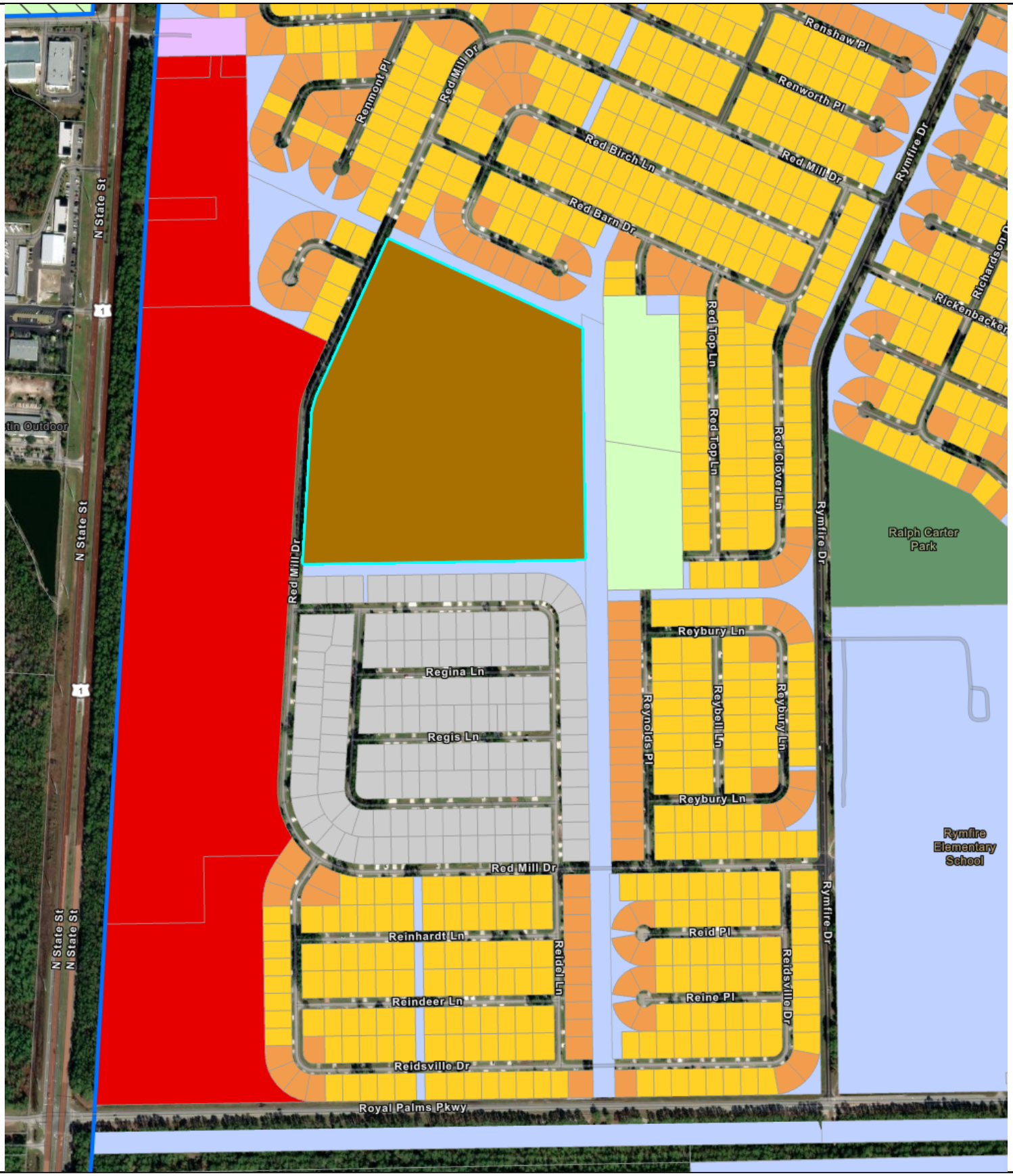

Current Zoning Map

- Palm Coast City Limits
- Subject Properties

Palm Coast Zoning Districts

- AGR
- COM-2
- COM-3
- DPX
- EST-1
- EST-2
- MFR-1
- P & G
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning

- AC

N W E S

0 500 Feet

Map Provided by the Planning Division

August 10, 2026

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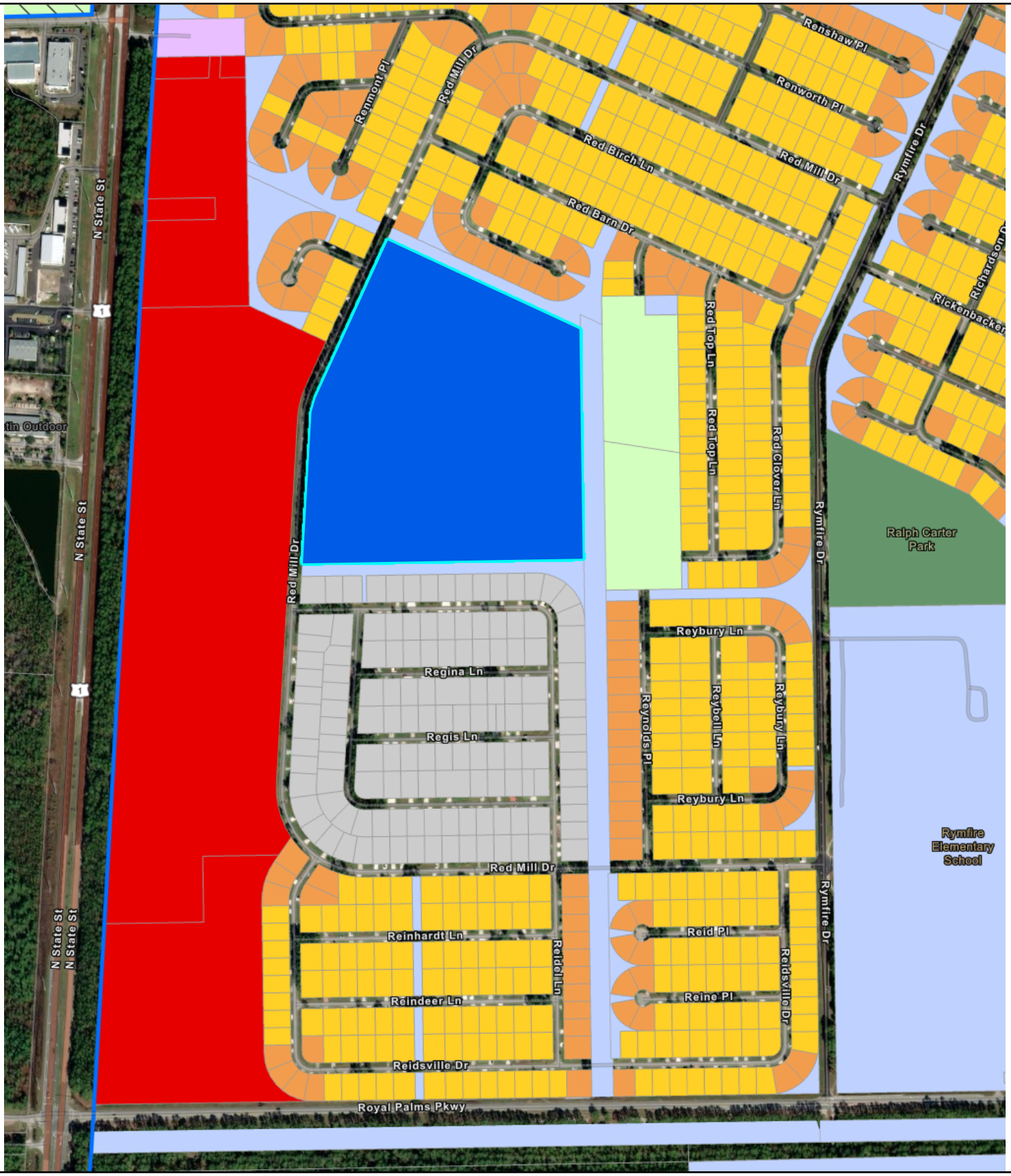

Proposed Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
AGR
COM-2
COM-3
DPX
EST-1
EST-2
MFR-1
P & G
PRS
PSP
SFR-1
SFR-2
SFR-3
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC

N
W E
S

0 500 Feet

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PALM COAST
INCORPORATED 1999

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August 10, 2026

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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

March 26, 2025

City of Palm Coast
Attn: Ray Tyner
Via City Portal Only

RE: Red Mill Pointe

Dear Mr. Tyner:

I have the pleasure of representing Red Mill Pointe, LLC, a Florida limited liability company (hereinafter "Red Mill") in connection with an application for rezoning. Enclosed please find the Application for Rezoning of the 35.41 acre parcel located on Red Mill Drive, Palm Coast and further identified in the application.

In 2007 the property was approved for the development of a multifamily residence community with approval for 174 townhomes. In May 2023 the property was approved for the development of a multifamily residence with approval for 216 townhomes. The property has always been intended for the development of a townhome community and Red Mill submits this application to rezone to Master Planned Development in order to bring the vision of their project to fruition.

In addition to the application to Rezone to MPD with he corresponding owner authorizations, please find enclosed a list of property owners within 300 feet, Title Opinion letter, Concept Plan, Landscape Design Plans, and a survey. Once you have had an opportunity to review the application, we request you schedule a meeting to discuss your questions and comments. In addition, I will provide a Comprehensive Plan Consistency Analysis under separate cover in the near future. As always, thank you for your cooperation. Should you need any additional information, please contact me at your earliest convenience.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm Enclosures

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Proudly serving Flagler and Volusia Counties for over 50 years

May 27, 2025

City of Palm Coast
Attn: Michael Hanson, Project Manager
160 Lake Avenue
Palm Coast, FL 32164

RE: Red Mill Pointe Master Planned Development (MPD)
Application Number 6212

Dear Mr. Hanson:

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;

The proposed MPD is not in conflict with, or contrary to, the public interest as the MPD Master Plan shows the proposed uses to be in harmony within the project and with neighboring lands.

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

The proposed development is consistent with the City of Palm Coast's Comprehensive Plan, as it aligns with the Future Land Use Map designation of Mixed Use and supports policies promoting compact, walkable communities. The plan furthers the objectives of diverse housing and efficient infrastructure use. The development also complies with all applicable standards in the Land Development Code, including zoning requirements for density and setbacks, stormwater management, and transportation access. All necessary utilities are available, and environmental features are protected in accordance with City Code.

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

Chapter 1 Future Land Use Element:

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

This project is located in an area adjacent to other properties where development is under construction or in the design/permitting stage, which will discourage urban sprawl.

-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be developed within existing residential development. Potential areas for MPDs are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

The property subject to the MPD will provide for a neighborhood community of townhomes with access to community amenities.

-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.

The proposed MPD is consistent with the above policy as the proposed residential community will be located within an existing residential neighborhoods that are already serviced by nearby schools, grocery stores and gas stations thereby taking advantage of facilities servicing local areas.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The proposed MPD does not expand into areas that are currently not served by infrastructure. The applicant will provide an analysis during the Preliminary Plat process to ensure that facilities to serve the proposed development are adequate. In addition, the property is currently subject to a site plan approval and permit.

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

All proposed development within the MPD will be required to pay applicable impact fees which will ensure the City does not have a financial liability for this project.

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

The project will not create issues that will threaten the City's inhabitants as the proposed land use

will be buffered from neighboring properties by appropriate landscape buffers as required in the LDC.

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

The development of this MPD must also 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 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 the 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.*

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.

The standards established in the Red Mill Pointe Master Planned Development (MPD) are consistent with the general intent of the LDC.

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

The standards established in the Red Mill Pointe MPD are consistent with the general intent of the LDC. The proposed MPD Development Agreement has only minor and moderate departures from the LDC.

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

The proposed MPD is compatible with the neighboring properties.

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.

As this project is submitted for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project.

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

This is not a multi-phased project so this will not be of concern.

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

Rymfire Drive and Redmill Drive have sufficient capacity to handle the project's traffic.

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.

The development utilizes existing roads and utilities, reducing the need for costly infrastructure extensions and supporting infill development in a responsible manner. The project provides attainable housing options for young families, professionals, and retirees in a rapidly growing market.

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

The project is in compliance with the Mixed Use designation of the Future Land Use Element, supporting residential uses in line with the City's intent to create vibrant, walkable neighborhoods.

J. Impact upon the environment or natural resources.

The project meets the LDC in compliance with protecting natural resources as its development site contains an area of low-quality wetlands.

K. Impact on the economy of any affected area.

The proposed project will provide jobs during the construction of the project and provide housing for residents.

Sincerely yours,



Michael D. Chiumento III
MDC/cm

GENERAL - APPLICATION

DATE	03/31/2025
APPLICATION TYPE	REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME	Red Mill Pointe				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	76 RED MILL DR PALM COAST FL 32137-				
PROPERTY APPRAISER'S PARCEL NUMBER	07-11-31-7033-0RP0F-0030				
LEGAL DESCRIPTION	35.41 AC PALM COAST SEC 33 RESERVE PARCEL F-3 OR 553 PG 1539 OR 846 PG 1588-CD OR 984 PG 1608 OR 1292 PG 679 OR 1364/1515 OR 1622/1965 OR 1887/91 OR 2023/551				
SUBDIVISION NAME					
SECTION	07	BLOCK	0RP0F	LOT	0030
PROPERTY ACRES	35.41			PROPERTY SQ FT	1542460
FUTURE LAND USE MAP DESIGNATION				EXISTING ZONE DISTRICT	
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684			MAP PANEL DATE	06/06/2018
FLOOD ZONE					
PRESENT USE OF PROPERTY					

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Application to Rezone to MPD

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

Owner	Applicant / Agent
Name: RED MILL POINTE LLC	Name: MICHAEL D. CHIUMENTO III
Mailing Address: POST OFFICE BOX 770279 ORLANDO, FL 328192877	Mailing Address: 145 CITY PLACE, SUITE 301 PALM COAST, FL 32164
Phone Number: (312) 952-6831	Phone Number: (386) 264-6035
E-mail Address: SHARRIS@BRITEHOMES.COM	E-mail Address: CMCNEIL@LEGALTEAMFORLIFE.COM
Mortgage Holder	**Engineer or Professional**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Architect	**Traffic Engineer**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Surveyor	**Landscape Architect**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Attorney	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

MICHAEL D CHIUMENTO III

GENERAL APPLICATION: ☐ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Red Mill Pointe

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): Red Mill Drive, Palm Coast, Florida 32164

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): 07-11-31-7033-0RP0F-0030

D. LEGAL DESCRIPTION: _____ Subdivision Name; ____ Section; _____ Block; _____ Lot
Reserved Parcel F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 35.41 ACRES

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: MFR-1
OVERLAY DISTRICT: _____

G. FLOOD ZONE: X COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Multi-Use

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Rezone from MFR-1 to MPD

J. **PROPOSED NUMBER OF LOTS:** _____

K. CHECK APPROPRIATE BOX FOR SITE PLAN:
☑ Tier 1 (up to 40,000 sq. ft. / 40 units)
☐ Tier 2 (up to 100,000 sq. ft. / 100 units)
☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION: None

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☑ No

OWNER:

Name: Red Mill Pointe, LLC	
Mailing Address: Post Office Box 770279 Orlando, FL 32877	
Phone Number:	
E-mail Address: SHarris@britehomes.com & BKociecki@britehomes.com	

APPLICANT / AGENT:

Name: Michael D. Chiumento III, Esq.	
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	
Phone Number: 386-445-8900 ext 102	
E-mail Address: Michael3@legalteamforlife.com	

MORTGAGE HOLDER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

ENGINEER OR PROFESSIONAL:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

PLANNER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

TRAFFIC ENGINEER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

SURVEYOR:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

LANDSCAPE ARCHITECT:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

ATTORNEY:

Name: Michael D. Chiumento III, Esq.	
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	
Phone Number: 386-445-8900 ext 102	
E-mail Address: Michael3@legalteamforlife.com	

DEVELOPER OR DOCKMASTER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ _____

Printed or typed name(s): Robert Kociecki, Manager of Red Mill Pointe, LLC _____

NOTARY: This instrument was acknowledged before me on this 24 **day of** February, 2025 **by**

Robert Kociecki, Manager of Red Mill Pointe, LLC **who is/are personally known to me, or who has/have produced**

_____ **as identification.**

(SEAL)

JAMIE FUENTES
Commission # HH614846
Expires January 10, 2028

_____
Signature of Notary Public, State of Florida

Property Owner Letter of Authorization
**********IFAPPLICANT IS NOT THE PROPERTY OWNER**********

Dear Planning Manager,

I/We, Robert Kociecki, as Manager of Red Mill Pointe, LLC being the
(All property owners)

current property owner(s) of the property legally described as

Parcel # 07-11-31-7033-0RP0F-0030 and also described as

Subdivision _____ Section_____, Block_____ ,Lot _____.

Street address Red Mill Drive, Palm Coast, Florida

Do hereby designate and authorize Michael D. Chiumento III, Esq.
(name of authorized agent)

representing Red Mill Pointe, LLC
(All property owners)

To sign on my/our behalf, as my/our agent to submit an application for a

Application for Rezoning to MPD
(type of application)

Signature of property owner

Robert Kociecki
Print Name

Robert Kociecki, as Manager of Red Mill Pointe, LLC
Print Name

Print Name

NOTARY: This instrument was acknowledged before me on this by means of ☑ physical presence or ☐ online notarization 24 day of February, 2025 by Robert Kociecki, as Manager of Red Mill Pointe, LLC who is/are personally known to me, or who has/have produced _____ as identification.

(SEAL)

Signature of Notary Public, State of Florida

JAMIE FUENTES
Commission # HH 614846
Expires January 10, 2029

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF _____

COMES NOW, Robert Kociecki, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Red Mill Point, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: _____ relating to the following described real property: Red Mill Drive, Palm Coast, Florida 32164

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

_____ _____

Signature **Print**

Robert Kociecki, as Manager of Red Mill Pointe, LLC

NOTARY: This instrument was acknowledged before me on this by means of ☐ physical presence or ☐ online notarization 24 **day of** February, 20 25 **by** Robert Kociecki, as Manager of Red Mill Pointe, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

_____

Signature of Notary Public, State of Florida

JAMIE FUENTES
Commission # HH 614846
Expires January 10, 2029

Detail by Entity Name

Florida Limited Liability Company
RED MILL POINTE LLC

Filing Information

Document Number	L21000372112
FEI/EIN Number	87-3739841
Date Filed	08/19/2021
State	FL
Status	ACTIVE

Principal Address

6751 Forum Drive
Suite 210
Orlando, FL 32821

Changed: 07/05/2023

Mailing Address

P O Box 770279
Orlando, FL 32877

Changed: 07/05/2023

Registered Agent Name & Address

WHARTON LAW GROUP, PA
456 S. CENTRAL AVE
OVIEDO, FL 32765

Authorized Person(s) Detail

Name & Address

Title MGR

BRITE GROUP HOLDINGS FLORIDA LLC
6751 Forum Drive
Suite 210
Orlando, FL 32821

Title Manager

KOCIECKI, ROBERT
6751 FORUM DR
SUITE 210
ORLANDO, FL 32821

Annual Reports

Report Year	Filed Date
2023	02/16/2023
2023	07/05/2023
2024	03/25/2024

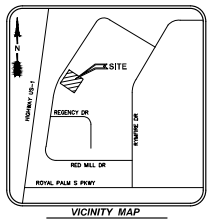
Document Images

03/25/2024 -- ANNUAL REPORT	View image in PDF format
07/05/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/16/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
08/19/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

BOUNDARY & TOPOGRAPHIC SURVEY
ALSO BEING AN
(ALTA/NSPS LAND TITLE SURVEY)
FOR
M&M DEVELOPMENT OF FLAGLER LLC
AT
RED MILL DRIVE
LYING IN
SECTION 7-TOWNSHIP 11 SOUTH-RANGE 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA





VICINITY MAP
NOT TO SCALE

⚠ LEGAL DESCRIPTION: (PER EXHIBIT "A", AS PROVIDED BY CLIENT)

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SITUATE IN THE COUNTY OF FLAGLER, STATE OF FLORIDA.

⚠ SCHEDULE B-SECTION II PER WFG NATIONAL TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. 1806666FL-A
EFFECTIVE DATE JULY 20, 2021 AT 8:00 A.M.

(9) EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS AS SET FORTH IN THE PLAT OF ROYAL PALMS SECTION 33, PALM COAST, RECORDED IN MAP BOOK 10, PAGE 67 THROUGH 77, INCLUSIVE. (AFFECTS SUBJECT PARCEL) (AS SHOWN ON SURVEY)

(10) COVENANT BY ITT COMMUNITY DEVELOPMENT, CORP A&F., AND ITT LAND CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 130, PAGE 19. (AFFECTS SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

(11) RESOLUTION 91-61 RECORDED IN OFFICIAL RECORDS BOOK 458, PAGE 1209. (AFFECT SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

(12) DRAINAGE EASEMENT IN FAVOR OF PALM COAST COMMUNITY SERVICE CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 549, PAGE 991, AS AFFECTED BY ASSIGNMENT OF RESERVED RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 602, PAGE 53. (AFFECTS SUBJECT PARCEL) (AS SHOWN ON SURVEY)

(13) NON-EXCLUSIVE ASSIGNMENT OF EASEMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 641, PAGE 1049, AS CORRECTED IN OFFICIAL RECORDS BOOK 686, PAGE 272. ((AFFECTS SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

(14) CITY OF PALM COAST DEVELOPMENT ORDER APPROVAL RECORDED IN OFFICIAL RECORDS BOOK 1645, PAGE 1882. (AFFECTS SUBJECT PARCEL) (BLANKET IN NATURE) (NOT PLOTTABLE)

SURVEY NOTES:

1. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THIS SURVEY IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

   THE SITE BENCHMARKS FOR THIS TOPOGRAPHIC SURVEY ARE DISPLAYED ON THE RESPECTIVE SURVEY FILE. THESE BENCHMARKS ARE BASED ON A CLOSED VERTICAL CONTROL LOOP HAVING AN ACTUAL ERROR OF CLOSURE OF 0.015' WHICH MEETS THE ALLOWABLE CLOSURE OF 0.045'. THIS FIELDWORK WAS PERFORMED USING A TOPCON LEVEL MODEL # DL-502 AND REFERENCES THE FOLLOWING PUBLISHED BENCHMARKS AS ESTABLISHED BY THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND ALL VERTICAL INFORMATION INCLUDING SPOT ELEVATIONS, NOTATIONS AND THE CONTOUR LINES DERIVED THEREFROM ARE BASED ON AND MATCHED TO VERTICAL CONTROL BENCHMARKS SUPPLIED BY NGS DATA SHEETS PUBLISHED AT WWW.LABINS.ORG AS FOLLOWS:

   a) DESIGNATION #U 721, PID #DM2626
      (NAVD '88) ELEVATION = 34.74'

   b) DESIGNATION #T 721, PID #DM2625
      (NAVD '88) ELEVATION = 29.64'

   SITE BENCHMARKS ARE AS SHOWN ON SHEET 3 & 5 OF 5.
4. THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 5 OF 5.
5. THE LAST DAY FIELD WORK WAS PERFORMED WAS APRIL 7, 2021; ALL BOUNDARY CORNERS WERE RECOVERED OR SET AS NOTED HEREON.
6. THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH EXHIBIT "A" OF THE TITLE COMMITMENT, AND WAS PROVIDED BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF RED MILL DRIVE AS SHOWN ON THE SUBDIVISION PLAT ROYAL PALMS – SECTION 33 PALM COAST, AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. SAID BEARING BEING NORTH 03°27'17" EAST.
8. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12035C0120E, COMMUNITY PANEL NO. 120684-0120-E, CITY OF PALM COAST, REVISED DATE JUNE 6, 2018, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, WHICH ARE AREAS OF MINIMAL FLOOD HAZARD (NAVD '88). THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP AND NOT ON ACTUAL FIELD MEASUREMENTS.
9. HORIZONTAL WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.05 (FT). THE EQUIPMENT USED TO VERIFY THE HORIZONTAL CONTROL ON THE SUBJECT SURVEY WAS A TOPCON HIPER V. THE EQUIPMENT USED TO LOCATE THE FEATURES WAS A TOPCON PS-103A ROBOTIC TOTAL STATION.
10. FLAGLER COUNTY PROPERTY APPRAISER INFORMATION DISPLAYED HEREON AS PARCEL# IS PER THE FLAGLER COUNTY PROPERTY APPRAISER'S WEBSITE WWW.FLAGLERPACOM) AS OF APRIL 7, 2021.

⚠ 11. UNLESS OTHERWISE NOTED, ALL RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE BY WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 1806666FL-A, EFFECTIVE DATE JULY 20, 21021, AND WAS PROVIDED BY THE CLIENT.

12. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN.
13. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENT OF POTENTIAL JURISDICTIONAL WETLAND BOUNDARIES. WETLANDS SHOWN HAVE NOT BEEN APPROVED BY JURISDICTIONAL AGENCIES.
14. FENCES AND WALLS EXISTING ON, OVER OR ADJACENT TO SUBJECT PROPERTY, ARE DISPLAYED HEREON; OWNERSHIP WHETHER SINGULAR OR JOINT WAS NOT DETERMINED BY THIS SURVEY.
15. VERTICAL FEATURE ACCURACY: "ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 (FT)."
16. DIMENSIONS ARE SHOWN RELATIVE TO UNITED STATES STANDARD FEET AND DECIMALS THEREOF, UNLESS THE OBJECT SHOWN IS COMMONLY IDENTIFIED IN INCHES, I.E. TREE DIAMETER, PIPE DIAMETER, ETC. TREES DEPICTED ARE COMMON NAMES AND MEASURED AND LABELED AS DIAMETER AT BREAST HEIGHT IN INCHES.
17. CERTAIN INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR AS NOTED OR DISPLAYED HEREON.
18. THE UNDERGROUND UTILITIES DEPICTED BY PIPE LINETYPES ARE APPROXIMATE IN NATURE BASED UPON AN INSPECTION OF THE MANHOLE, GRATE, ETC. OF EACH FACILITY. EXISTING PIPES WERE NOT LAMPED OR REMOTELY VIEWED FOR DIRECTION, OBSTRUCTIONS OR CONNECTIVITY.

Line Legend:
NOT TO SCALE

- 1 FOOT CONTOURS
- 5 FOOT CONTOURS
- ADJOINER PROPERTY LINES
- BARBED WIRE FENCE
- BROKEN LINE
- BURIED CABLE
- BURIED CABLE TELEVISION
- BURIED ELECTRIC
- BURIED FIBER OPTICS
- BURIED GAS
- BURIED RECLAIMED WATER LINE
- BURIED SANITARY LINES
- BURIED SANITARY SEWER FORCE MAIN LINE
- BURIED TRAFFIC CONTROL
- BURIED TELEPHONE LINE
- BURIED WATER LINES
- CENTER LINE R/W
- CHAIN LINK FENCE
- EASEMENT LINES (EXISTING)
- EASEMENT LINES (PROPOSED)
- EDGE OF WATER LINES
- EXISTING DRAINAGE PIPES
- EXISTING DRAINAGE PIPES (TERMINUS & ANGLE UNKNOWN)
- FIRE WATER MAIN LINES
- HOT WATER SUPPLY LINES
- IRRIGATION LINES
- OVERHEAD TRAFFIC LINES
- OVERHEAD UTILITY LINES
- RAILROAD TRACKS
- RIGHT-OF-WAY LINES
- SECTION LINES
- STONE WALL LINES
- TOP OF BANK LINES
- TOE OF SLOPE LINES
- TREE LINES
- TRAVERSE LINES
- UNKNOWN BURIED LINES
- VINYL FENCE
- WOOD FENCE
- WETLAND LINE
- ORANGE PAINT LINE
- GREEN PAINT LINE
- RED PAINT LINE
- WHITE PAINT LINE
- PURPLE PAINT LINE
- BLUE PAINT LINE
- YELLOW PAINT LINE

Symbol Legend:
NOT TO SCALE

- AIR RELEASE VALVE
- BORING HOLE LOCATION
- BRICK PAVERS
- CABLE TV RISER
- CENTRAL ANGLE
- CLEAN OUT
- COMMUNICATION MANHOLE
- CONCRETE
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DUAL)
- CONCRETE LIGHT POLE (TRIPLE)
- CONCRETE LIGHT POLE (QUAD)
- CONCRETE MITERED END SECTION
- CONCRETE PAVERS
- CONCRETE RIP RAP
- CONCRETE UTILITY POLE
- COUNTY ROAD SYMBOL
- CROSSWALK SIGNAL POLE
- DETECTABLE WARNING AREA
- DUAL SUPPORT SIGN
- ELECTRICAL MANHOLE
- ELECTRIC METER
- ELECTRICAL JUNCTION BOX
- ELECTRIC OUTLET
- ELECTRIC RISER
- FIBER OPTIC MARKER
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- FLOOD LIGHT
- FOUND CONCRETE MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- FOUND IRON REBAR (AS NOTED)
- FOUND/SET NAIL (AS NOTED)
- GARBAGE CAN
- GAS MARKER
- GAS VALVE
- GOPHER TORTOISE HOLE
- GRATE INLET
- GRAVEL/DIRT
- GREASE TRAP MANHOLE
- GROUND LIGHT
- GUY ANCHOR
- HANDICAP PARKING SPACE
- INTERSTATE SYMBOL
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- LIGHT POLE (DUAL)
- LIGHT POLE (TRIPLE)
- LIGHT POLE (QUAD)
- MAILBOX
- MONITOR WELLS
- NAIL & DISC (AS NOTED)
- PARKING SPACES (2)
- POST INDICATOR VALVE
- PULL BOX (AS NOTED)
- REVISION NUMBER (3)
- RECLAIMED WATER METER
- RECLAIMED WATER VALVE
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER VALVE
- TITLE OR REPORT ITEM NUMBER
- SECTION CORNER
- 4" X 4" CM LB #7143
- 5/8" IR&C LB #7143
- SIGN
- SITE BENCH MARK
- STORM SEWER MANHOLE
- STRIPING (DIRECTIONAL)
- TELEPHONE CABLE RISER
- TELEPHONE MANHOLE
- TELEPHONE LINE MARKER
- TELEPHONE JUNCTION BOX
- TEST HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL SUPPORT POLE
- UNKNOWN MANHOLE
- UNKNOWN UTILITY MARKER
- UNKNOWN RISER
- UNKNOWN VALVE
- UTILITY FLAG (AS NOTED)
- VENT (AS NOTED)
- WATER METER
- WATER RISER
- WATER SERVICE
- WATER SPIGOT
- WATER SPRINKLER
- WATER VALVE
- WELL
- WETLAND FLAG
- WOOD UTILITY POLE
- WATER LINE MARKER
- WIRE HEIGHTS (SEE CHART)

Sign Legend:
NOT TO SCALE

- (R1) ROW NUMBER SIGN
- (B) BUS STOP SIGN
- (DE) DEAD END SIGN
- (DNE) DO NOT ENTER SIGN (R5-1)
- (HC) HANDICAP SIGN
- (HC) DUAL HANDICAP SIGN
- (FDC) FIRE DEPARTMENT CONNECTION
- (INFO) INFORMATION SIGN
- (KR) KEEP RIGHT SIGN
- (LTO) LEFT TURN ONLY
- (ME) MEDIAN SIGN
- (ND) NO DUMPING SIGN
- (NL) NO LEFT TURN SIGN (R3-2)
- (NLI) NO LITTERING SIGN
- (NO) NO OUTLET SIGN
- (FL) NO PARKING FIRE LANE SIGN
- (NOR) NO RIGHT TURN SIGN (R3-1)
- (NTT) NO THRU TRAFFIC SIGN
- (NOT) NO TRUCKS (R5-2)
- (NP) NO PARKING SIGN
- (1W) ONE WAY SIGN (R6-2)
- (PE) PEDESTRIAN CROSSING SIGN
- (RTO) RIGHT TURN ONLY
- (SL) SPEED LIMIT SIGN
- (ST) STOP SIGN (R1-1)
- (SS) STREET SIGN
- (TZ) TOW AWAY ZONE SIGN
- (TE) TRUCK ENTRANCE SIGN
- (U) UNKNOWN SIGN
- (WL) WEIGHT LIMIT SIGN
- (WW) WRONG WAY SIGN
- (Y) YIELD SIGN

Reference Material

1) SUBDIVISION PLAT ROYAL PALMS – SECTION 33 PALM COAST, AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

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C.O.A. = CERTIFICATE OF AUTHORIZATION Arch.= ARCHITECTURAL
Landscp. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
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Index of Survey Sheets

1	ALTA/NSPS LAND TITLE SURVEY (COVER SHEET)
2	ALTA/NSPS LAND TITLE SURVEY (BOUNDARY SURVEY)
3-5	ALTA/NSPS LAND TITLE SURVEY (TOPOGRAPHIC SURVEY)

Surveyor's Certification:

⚠⚠ Certified to: Red Mill Pointe, LLC, Wharton Law Group, P.A., WFG National Title Insurance Company, Fuse 10, LLC and Leopold Korn P.A..

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, and 13 of Table A thereof.
The field work was completed on April 7,2021.

Also

I hereby certify that the attached "ALTA/NSPS Land Title Survey" being hereby described property is true and correct to the best of my knowledge, information and belief as surveyed in the field on April 7, 2021. I further certify that this "ALTA/NSPS Land Title Survey" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(2) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFERY W. PATTERSON, PSM, 6384 ON JANUARY 9, 2022 PER 5J17-062(2)

For the Firm By:

Jeffery W. Patterson
STATE OF FLORIDA
Professional Surveyor & Mapper
Florida Registration No. 6384

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www.cphcorp.com
A Full Service A & E Firm
520 Palm Coast Pkwy. SW, Suite 200
Palm Coast, FL 32137
Ph: 386.445.6569
Plans Prepared By:
CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000526
Landscape No. LC000298

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2	10/15/21	REVISED ACREAGE (NOT FIELD UPDATED)	B.J.B.
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Field Crew: D. Sillivan
Drawn By: B. Benard
Checked By: R. Roberts
Approved By: J. Patterson
Job No.: B21701
Date: 4/7/2021 © 2022

BOUNDARY & TOPOGRAPHIC SURVEY
ALSO BEING AN
(ALTA/NSPS LAND TITLE SURVEY)
M&M DEVELOPMENT OF FLAGLER LLC
RED MILL DRIVE
SECTION 7-TOWNSHIP 11 SOUTH-RANGE 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

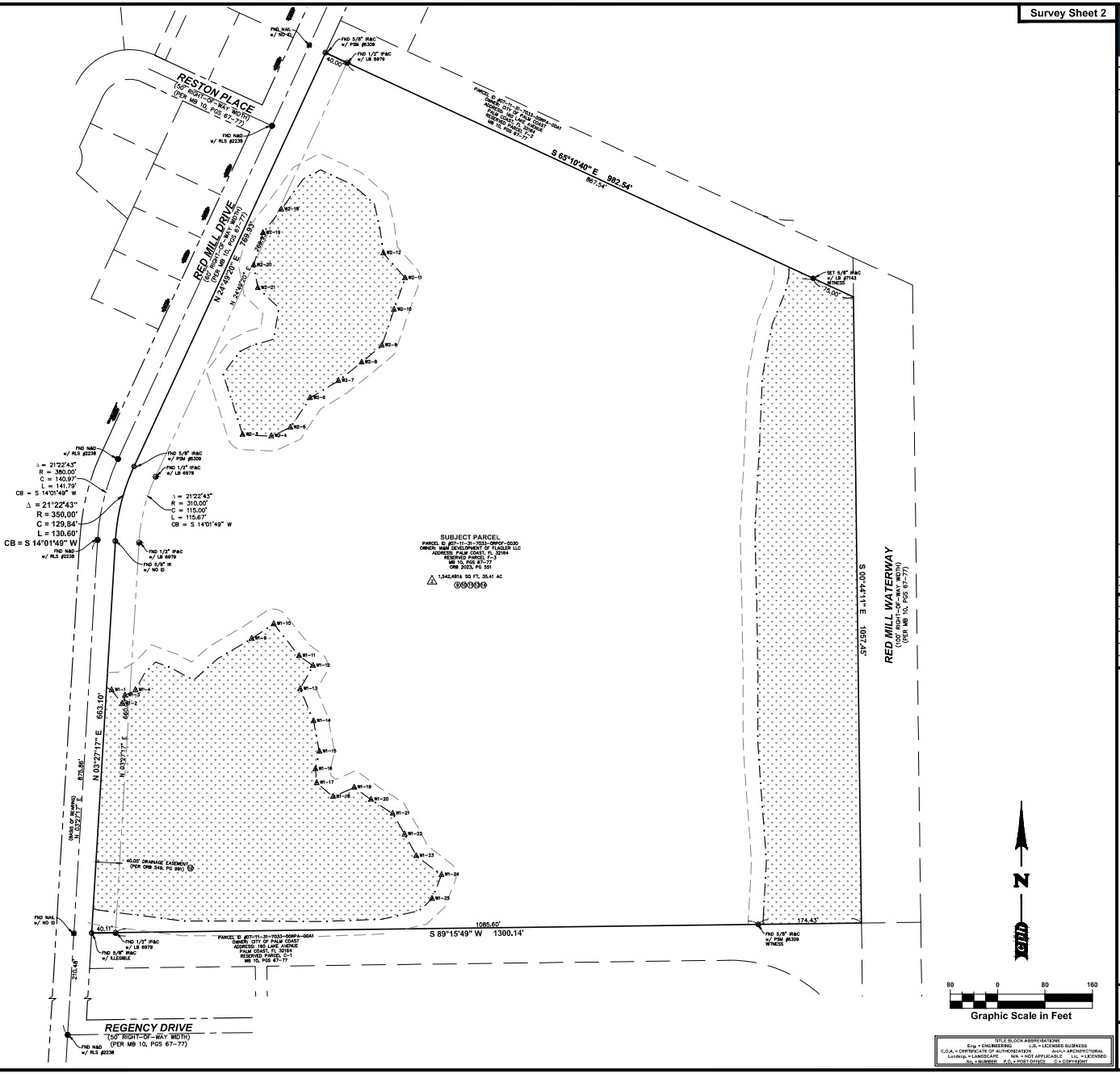
THIS SURVEY IS NOT VALID WITHOUT SURVEY SHEETS 1 THROUGH 5 OF 5.

Sheet No.
V0.1

Survey Sheet 2

Abbreviation Legend:

(A)	– ACTUAL	MBX	– MAILBOX
A/C	– AIR CONDITIONER	MES	– MITERED END SECTION
ACSM	– AMERICAN CONGRESS ON SURVEYING & MAPPING	MH	– MANHOLE
ADA	– AMERICANS WITH DISABILITIES ACT	MLP	– METAL LIGHT POLE
ALTA	– AMERICAN LAND TITLE ASSOCIATION	MPH	– MILES PER HOUR
APPROX	– APPROXIMATE	MPP	– METAL POWER POLE
ARV	– AIR RELEASE VALVE	N/A	– NOT APPLICABLE
AVE	– AVENUE	NAVD	– NORTH AMERICAN VERTICAL DATUM
AVG	– AVERAGE	NAD	– NORTH AMERICAN DATUM
(BB)	– BEARING BASIS	NG	– NATURAL GROUND
BFP	– BACK FLOW PREVENTER	NGS	– NATIONAL GEODETIC SURVEY
BLK	– BLOCK	NGVD	– NATIONAL GEODETIC VERTICAL DATUM
BLDG	– BUILDING	N & D	– NAIL AND DISK
BLVD	– BOULEVARD	NO.	– NUMBER
BM	– BENCH MARK	NR	– NON–RADIAL
BOC	– BACK OF CURB	NSPS	– NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
BOW	– BACK OF WALK		
BSL	– BUILDING SETBACK LINE	NT	– NON–TANGENT
BWF	– BARBED WIRE FENCE	NTS	– NOT TO SCALE
C–X	– DENOTES SHEET NUMBERING FOR ENGINEERING PLANS	OD	– OUTSIDE DIAMETER
(C)	– CALCULATED	ORB	– OFFICIAL RECORDS BOOK
C	– CHORD	OR	– OFFICIAL RECORDS
CATV	– CABLE TELEVISION RISER	OUL	– OVERHEAD UTILITY LINES
CB	– CHORD BEARING	OTL	– OVERHEAD TRAFFIC LINES
CBS	– CONCRETE BLOCK STRUCTURE	(P)	– PLAT
C.C.R.	– CERTIFIED CORNER RECORD	PB	– PLAT BOOK
C&G	– CURB & GUTTER	PC	– POINT OF CURVATURE
CI	– CATCH INLET	PCC	– POINT OF COMPOUND CURVATURE
C/L	– CENTERLINE	PCP	– PERMANENT CONTROL POINT
CLF	– CHAIN LINK FENCE	PFF	– PROPOSED FINISHED FLOOR
CM	– CONCRETE MONUMENT	PG	– PAGE
CMP	– CORRUGATED METAL PIPE	PGS	– PAGES
CO	– CLEANOUT	PI	– POINT OF INTERSECTION
CONC	– CONCRETE	PIV	– POST INDICATOR VALVE
COR	– CORNER	PK	– PARKER KAYLON
CRPP	– CORRUGATED PLASTIC PIPE	POB	– POINT OF BEGINNING
CUE	– COUNTY UTILITY EASEMENT	POC	– POINT OF COMMENCEMENT
CVS	– CAN'T VERIFY SIZE	POL	– POINT ON LINE
CVS&T	– CAN'T VERIFY SIZE & TYPE	PP	– POWER POLE
CWS	– CROSSWALK SIGNAL	PRC	– POINT OF REVERSE CURVATURE
Δ	– DELTA	PRM	– PERMANENT REFERENCE MONUMENT
(D)	– DESCRIPTION	PSM	– PROFESSIONAL SURVEYOR & MAPPER
DB	– DEED BOOK	PT	– POINT OF TANGENCY
DBH	– DIAMETER AT BREAST HEIGHT IN INCHES	PVC	– POLYVINYL CHLORIDE PIPE
DE	– DRAINAGE EASEMENT	PVMT	– PAVEMENT
DEPT	– DEPARTMENT	R31E	– RANGE 31 EAST
DIP	– DUCTILE IRON PIPE	R	– RADIUS
DR	– DRIVE	RAD	– RADIAL
D/U	– DRAINAGE AND UTILITY EASEMENT	RCP	– REINFORCED CONCRETE PIPE
(E)	– ENGINEERING PLAN	REC	– RECOVERED
EJB	– ELECTRIC JUNCTION BOX	REV	– REVISION
EL	– UNDERGROUND ELECTRICAL LINES	RP	– RADIUS POINT
ELEC	– ELECTRIC	R/W	– RIGHT–OF–WAY
ELEV	– ELEVATION	RLS	– REGISTERED LAND SURVEYOR
ELLIP	– ELLIPTICAL	RP	– RADIUS POINT
EOI	– END OF INFORMATION	RWL	– UNDERGROUND RECLAIM WATER LINE
EOP	– EDGE OF PAVEMENT	RWM	– RECLAIMED WATER METER
FB	– FIELD BOOK	SE	– SPECIAL EASEMENT
FDC	– FIRE DEPARTMENT CONNECTION	SEC 7	– SECTION 7
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION	SMH	– SANITARY SEWER MANHOLE
FF	– FINISH FLOOR	(SP)	– STATE PLANE
FG	– FLAT GRATE INLET	SQ	– SQUARE
FGLP	– FIBERGLASS LIGHT POLE	SQ FT	– SQUARE FEET
FHYD	– FIRE HYDRANT	ST	– STREET
FM	– FORCE MAIN	STMH	– STORM DRAINAGE MANHOLE
FND	– FOUND	S/W	– SIDEWALK
FP&L	– FLORIDA POWER AND LIGHT	TB	– TANGENT BEARING
FS	– FLORIDA STATUTES	T11S	– TOWNSHIP 11 SOUTH
(G)	– GRID (STATE PLANE)	TELE	– TELEPHONE
GL	– UNDERGROUND GAS LINES	TL	– OVERHEAD TRAFFIC SIGNAL LINES
GOVT	– GOVERNMENT	TOB	– TOP OF BANK
GPR	– GROUND PENETRATING RADAR	TOE	– TOE OF SLOPE
GTMH	– GREASE TRAP MANHOLE	TR	– TELEPHONE RISER
HDPE	– HIGH DENSITY POLYETHYLENE PIPE	TRANS	– TRANSFORMER
HWF	– HOG WIRE FENCE	TSB	– TRAFFIC SIGNAL BOX
ID	– IDENTIFICATION	TSSP	– TRAFFIC SIGNAL SUPPORT POLE
ICV	– IRRIGATION CONTROL VALVE	TVL	– UNDERGROUND CABLE TV LINES
INFO	– INFORMATION	(TYP)	– TYPICAL
INV	– INVERT	UE	– UTILITY EASEMENT
IP	– IRON PIPE	UNK	– UNKNOWN
IP&C	– IRON PIPE & CAP	UTL	– UNDERGROUND TELEPHONE LINES
IR	– IRON ROD	W/	– WITH
IR&C	– IRON REBAR & CAP	WF	– WROUGHT IRON FENCE
IRR	– IRRIGATION	WL	– UNDERGROUND WATER LINE
L	– ARC LENGTH	WLP	– WOOD LIGHT POLE
LB#	– LICENSED BUSINESS NUMBER	WM	– WATER METER
LP	– LIGHT POLE	WP	– WORK PROGRAM
(M)	– MEASURED	WPF	– WOOD POST FENCE
MB	– MAP BOOK	WPP	– WOOD POWER POLE
		WV	– WATER VALVE



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CPH, Inc.
State of Florida Licenses:
Engineer No. 3315
Surveyor No. LB7143
Architect. No. AA26000326
Landscape No. LC000298

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Field Crew: D. Sillivan
Drawn By: B. Benard
Checked By: R. Roberts
Approved By: J. Patterson
Job No.: B21701
Date: 4/7/2021 © 2022

BOUNDARY & TOPOGRAPHIC SURVEY
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ALSO BEING AN
M&M DEVELOPMENT OF FLAGLER LLC
RED MILL DRIVE
SECTION 7 ;TOWNSHIP 11 SOUTH-RANGE 31 EAST
CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA

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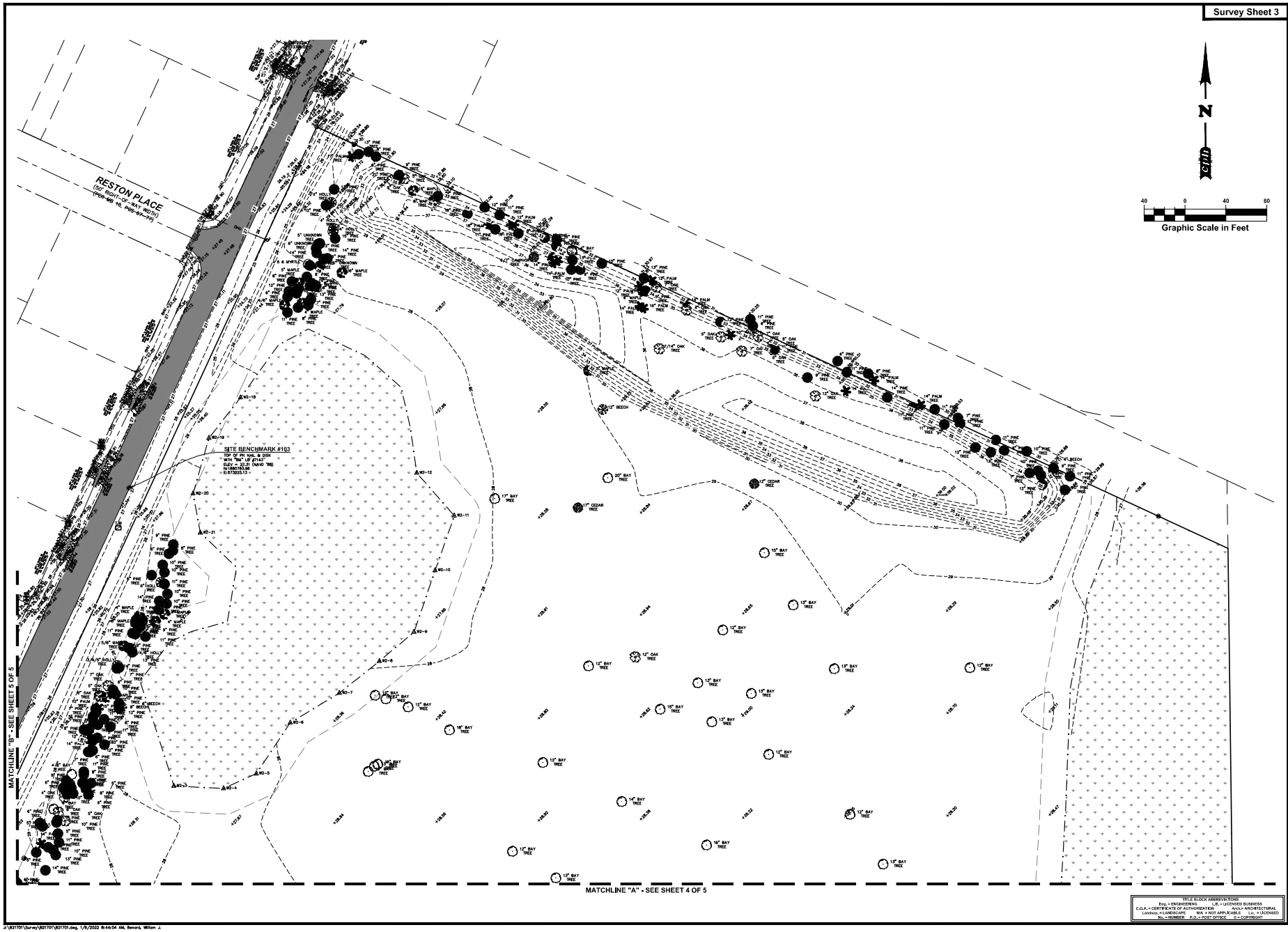

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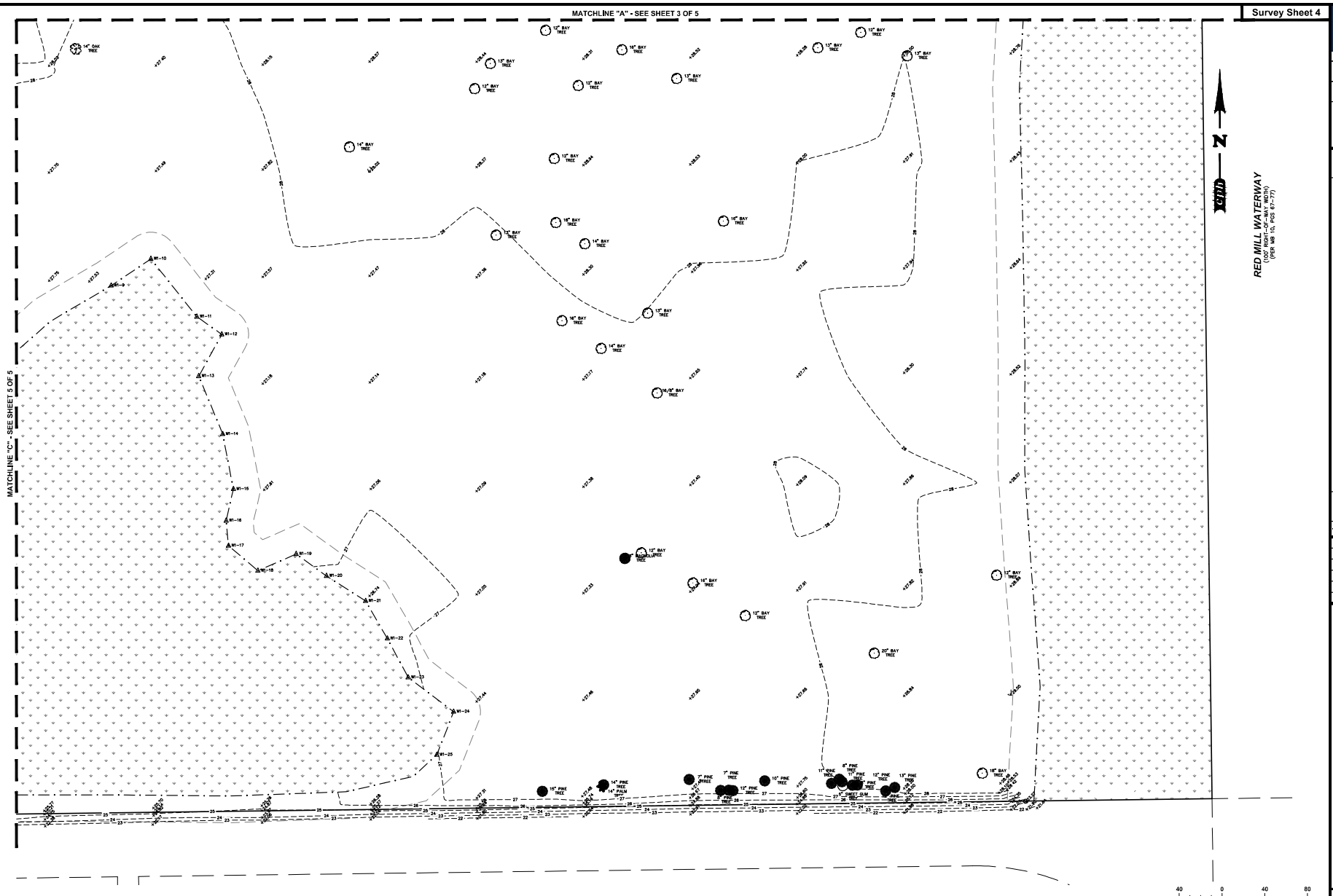

Survey Sheet 4

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Sheet No.
V1.3

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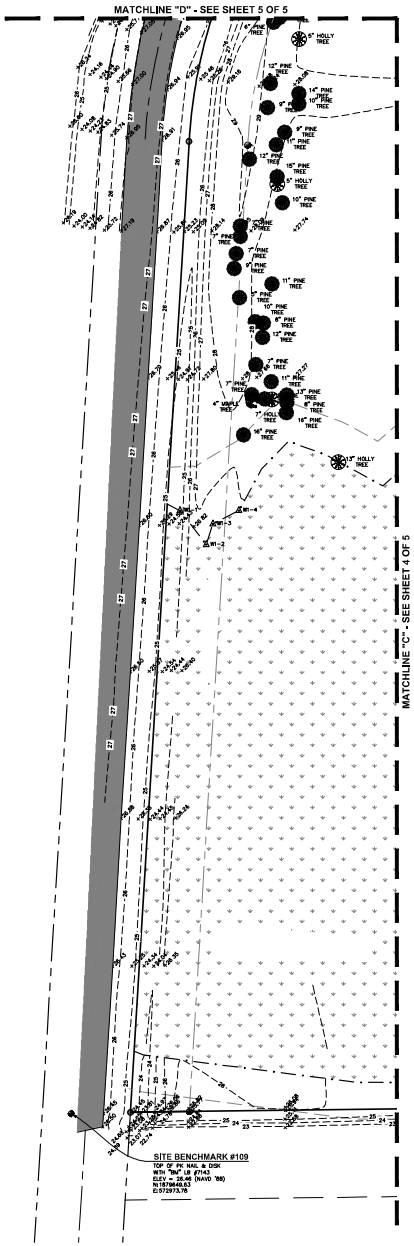

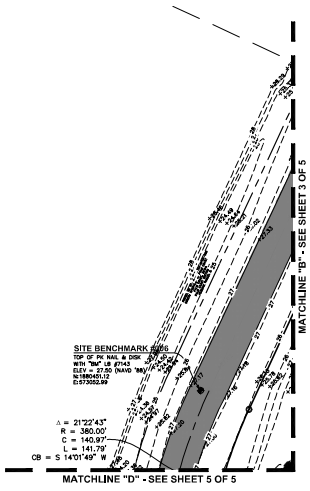

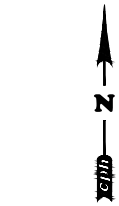

40 0 40 80
Graphic Scale in Feet

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Sheet No.
V1.4

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Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Sydney L. Nix
Mark A. Hall
Eric R. Sloan
Meredith Wearsch
Thomas R. Pycraft, *of-counsel*

Michael D. Chiumento III
Managing Partner
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CHIUMENTO LAW

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Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

March 20, 2025

City of Palm Coast
Attn: Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

RE: Red Mill Pointe
Parcel Identification No. 07-11-31-7033-0RP0F-0030

Dear Mr. Tyner:

I have reviewed the title with respect to the property as described in Exhibit "A" attached hereto: Based upon my examination of the title search, it is my legal opinion that as of February 28, 2025; that fee simple title to the property is vested in **Red Mill Pointe, LLC, a Florida limited liability company,** subject to the following matters:

1. All matters as contained on the Plat of Royal Palms, Section 33, Palm Coast, as recorded in Plat Book 10, Page 67; as affected by Surveyor's Affidavits as recorded in O.R. Book 86, Page 497, O.R. Book 122, Page 239, and O.R. Book 189, Page 255, Public Records of Flagler County, Florida.
2. Drainage Easement to Palm Coast Community Service Corporation as recorded in O.R. Book 549, Page 991; as assigned in O.R. Book 602, Page 53, Public Records of Flagler County, Florida.
3. Right of others to use any portion of the land lying within the waters of Red Mill Waterway as shown on Plat Book 10, Page 74, Public Records of Flagler County, Florida.
4. Development Order Approval as recorded in O.R. Book 1645, Page 1882; O.R. Book 2657, Page 1870 and O.R. Book 2797, Page 1843, Public Records of Flagler County, Florida.
5. Covenants, conditions and restrictions as recorded in O.R. Book 40, Page 692; as amended in O.R. Book 53, Page 426; O.R. Book 81, Page 560; O.R. Book 95, Page 254; O.R. Book 100, Page 9; O.R. Book 119, Page 620; O.R. Book 119, Page 641; O.R. Book 218, Page 594; O.R. Book 381, Page 168; O.R. Book 391, Page 144; O.R. Book 641, Page 982 and evidence of transfer of authority to the City of Palm Coast as recorded in O.R. Book 1303, Page 1664 and joinder recorded in O.R. Book 1303, Page 1681, Public

Records of Flagler County, Florida, which contain provisions creating easements and/or assessments.

6. Covenant recorded in O.R. Book 130, Page 19, Public Records of Flagler County, Florida.
7. Easement contained in instrument recorded in O.R. Book 458, Page 6, as assigned by instrument recorded in O.R. Book 679, Page 537, and O.R. Book 1814, Page 118, Public Records of Flagler County, Florida.
8. Declaration of Consent as recorded in O.R. Book 641, Page 980, Public Records of Flagler County, Florida.
9. Bill of Sale recorded in O.R. Book 641, Page 1048, Public Records of Flagler County, Florida.

Sincerely,



Michael D. Chiumento
Attorney
MDC/cm

EXHIBIT "A"

RESERVED PARCEL F3, ROYAL PALMS SECTION 33, PALM COAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 67 THROUGH 77, INCLUSIVE, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Prepared by and Return to:
Michael D. Chiumento III, Esq.
CHIUMENTO LAW, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Caroline McNeil

Affidavit
Survey - No Additional Improvements

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **Robert Kociecki, Manager of Red Mill Pointe, LLC, a Florida limited liability company** ("Affiant"), who depose(s) and say(s) under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

Parcel Identification Number 07-11-31-7033-0RP0F-0030

Reserved Parcel F3, Royal Palms Section 33, Palm Coast, according to the Plat thereof as recorded in Map Book 10, Pages 67 through 77, inclusive, of the Public Records of Flagler County, Florida.

2. Affiant is the fee simple owner of the real property described under item 1 above ("Property").
3. Affiant has reviewed the survey of the Property prepared by CPH, dated April 7, 2021 and recertified on January 6, 2022 under Job No. B21701.
4. There has been no construction on the Property since the original survey and no construction on adjoining land that would encroach onto the Property.

Red Mill Pointe, LLC

By:_____
Robert Kociecki, Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [_] online notarization, this 22 day of May, 2025 by Robert Kociecki, Manager of Red Mill Pointe, LLC, who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

MICHELLE BRANA
Commission # HH 204027
Expires January 15, 2026

Environmental Assessment

For the

Red Mill Drive
Palm Coast, Flagler County, Florida

Prepared By:
Atlantic Ecological Services, LLC
Attention: Jody Sisk
201 Basque Road
St. Augustine, FL 32080
jody@atlanticeco.com
(904) 347-9133

Prepared For:

Stephen Harris
Brite Homes
6751 Forum Drive, 215
Orlando, FL 32821

February 2026

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4.2 Wetland Impacts **3**

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- **Location Map**
- **Aerial Map**
- **Topographic Map**
- **Soils Map**
- **Habitat Map**
- **Wetland Map**
- **Wetland Impact Map**

1.0 PROJECT INTRODUCTION

The Red Mill Drive property is located within the City of Palm Coast, Flagler County, Florida, in Section 34, Township 11 South, Range 31 East. The project area is approximately 35.41 acres in total size and is located in Flagler County Parcel ID# 07113170330RP0F0030. The subject property is located north of Regency Drive and east of Red Mill Drive. The project area consists of undeveloped land. Please see the attached Location Map and Aerial Map within Appendix I for details. The latitude and longitude coordinates for the approximate center of the project are 29° 30' 21.843" North and 81° 15' 33.75" West.

The owner/applicant for the project is:

Stephen Harris
Brite Homes
6751 Forum Drive, 215
Orlando, FL 32821

The proposed project is to construct residential housing.

Atlantic Ecological Services (AES) conducted an Environmental Assessment (EA) on the Red Mill Drive property (herein referred to as the subject property). The subject property was reviewed to determine habitat types present, boundaries of habitat types, presence of or the potential for protected species, wildlife utilization of the site and other environmental constraints noted during the site visits. The subject property field visit and surveys occurred on February 12, 2026. This EA report discusses the methods used to conduct the EA, the results thereof and includes several supplementary figures.

Mr. Jody Sisk of AES performed the wetland and protected species review on the subject property. Mr. Sisk currently holds certifications from the City of Palm Coast as a Qualified Environmental Professional, including Gopher Tortoise Agent (#19567), Wetlands (#19568), and Listed Species (#19569).

Wetlands within the subject property were reviewed and approved in the field with Mr. Cameron Allen and Mrs. Lauren Brogley of the St. Johns River Water Management District (SJRWMD) on 12/05/2022. The wetland approval remains valid under ERP Application #111135 – 2.

2.0 EXISTING SITE CONDITIONS

The subject property consisted of forested upland and wetlands with a canal located along the eastern boundary.

The communities and land use areas were categorized according to the Florida Department of Transportation (FDOT) (1991) *Florida Land Use, Cover and Forms Classification*

System (FLUCFCS). The communities and land uses observed and delineated on the subject property are described in detail below and are shown on the attached Habitat Map.

2.1 Uplands

Pine Plantation (FLUCCS 441) – Uplands within the subject property consisted of former planted silviculture lands. The tree canopy is slash pine (*Pinus elliottii)* and longleaf pine (*Pinus palustris*) planted in bedded rows. Sub-canopy species are limited to saw palmetto (*Serona repens*).

2.2 Wetlands

Wetland Mixed Forest (FLUCCS 630) – Two isolated wetland areas were located along the western portions of the subject property. Vegetation consisted of slash pine, cypress (*Taxodium* sp.), cabbage palm (*Sabal palmetto*), Virginia chain fern (*Woodwardia virginicus*), cinnamon fern (*Osmunda cinnamomea*) and fetter bush (*Lyonia lucida*).

Marsh (FLUCCS 641) – The wetland located along the eastern boundary which abuts a large canal and consists of an herbaceous marsh with sapling trees and shrubs. Vegetation included salt bush (*Baccharis halimifolia*), shiny lyonia (*Lyonia lucida*), spike rush (*Rhynchospora* sp.), bushy broom sedge (*Andropogon glomeratus*), yellow eyed grass (*Xyris* sp.), cinnamon fern (*Osmundastrum cinnamomeum*), maiden cane (*Panicum hemitomon).*

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.

Placid, Basinger, & St. Johns soils, depressional (12) – These are very deep, poorly drained soils which are present in depressions along flatwoods. Undrained areas are ponded for long periods. They range from 3 to 400 acres in size. In most years, undrained areas are ponded for more than 6 months, and the seasonal high-water table is as much as 2 feet above the surface.

Valkaria Fine Sand (19) – 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, poorly drained soil which is present in nearly level flatwoods areas. They 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 during wet seasons and at 10 to 40 inches for more than 6 months.

Udarents, moderately wet (29) – This map unit consists of heterogenous soil material that was removed from other soils and used in land-leveling operations as fill material. The seasonal high-water table is at a depth of 18 to 36 inches for 2 to 6 months.

4.0 WETLANDS AND SURFACE WATERS

4.1 Methods and Jurisdiction

Criteria used to determine the presence of the boundaries of wetlands and surface waters were in accordance with Chapter 62-340 F.A.C. The onsite wetlands were reviewed and approved by Cameron Allen and Lauren Brogley of the SJRWMD. Wetland limits are approved under ERP Application #111135 – 2. A total of approximately 10.21 acres of wetland are found on the subject property.

Wetlands within the subject property are jurisdictional to the St. Johns River Water Management District (SJRWMD), City of Palm Coast and Florida Department of Environmental Protection (FDEP). The wetland is considered moderate quality under the City of Palm Coast LDC.

Based on preliminary desktop review, the wetland areas W-1 and W-2 lack a direct connection to navigable waters and may not meet federal jurisdiction requirements. Wetland W-3 connects directly to a large canal which maintains a direct hydrologic connection to Graham Swamp. W-3 would be considered a jurisdictional water of the U.S. An Approved Jurisdictional Determination with the United States Army Corps of Engineers will be required to confirm jurisdiction.

4.2 Wetland Impacts

This project proposes 0.86 acres of secondary impacts due to not providing a minimum 15' upland buffer to the wetland. No direct dredge or fill impacts within wetlands are proposed. A UMAM analysis was conducted and 0.06 UMAM credits will be required to completely offset all secondary impacts. Please find the wetland impact map and UMAM sheet within Appendix II. Wetland mitigation was provided through the purchase of 0.06 forested freshwater UMAM credits from Fishtail Mitigation Bank.

5.0 WILDLIFE OBSERVATIONS

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 5.1 Wildlife species observed on the subject project area in Palm Coast, Flagler County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Mourning dove	*Zenaida macroura*	No
	Northern mockingbird	*Mimus polyglottos*	No
	Northern cardinal	*Cardinalis cardinalis*	No
Mammals	Nine-banded armadillo	*Dasypus novemcinctus*	No

6.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on the subject property. The primary sources of literature reviewed include the Florida Natural Areas Inventory Biodiversity Matrix and the United States Fish and Wildlife Service Information, Planning, and Consultation System (IPAC). During the site reconnaissance, observations or evidence of protected species and the likelihood of occurrence of each protected species were noted. Further review was completed following the habitat mapping and descriptions.

6.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 6.1.1, below. The likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 6.1.1: Protected wildlife species with the potential to occur on the subject property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
Drymarchon corais couperi	Eastern indigo snake	T	T	Low	Wide variety of habitats
Gopherus Polyphemus	Gopher tortoise	T		Low	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal

T=Threatened

No listed species are anticipated to utilize the subject property. Vegetative coverage within the subject property is thick with a dense canopy and sub-canopy which provides non-suitable habitat for the gopher tortoise. A preliminary survey for gopher tortoise burrows was completed on February 12, 2026 and no burrows were observed.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act (BGEPA). Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. Two known bald eagle nests are both located approximately 5 miles northeast of the subject property. Therefore, this project is not likely to adversely affect the southern bald eagle.

No other protected species are anticipated to utilize the subject property.

6.2 Protected Plant Species

The protected plant species with some potential to occur on the subject property are listed in Table 6.2.1, below.

Table 6.2.1: Protected plant species with the potential to occur on the subject property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FDACS	FWS		
Calopogon multiflorus	Many-flowered grass pink	E		Low	Pine flatwoods, esp. recently burned
Centrosema arenicola	Sand butterfly pea	E		Low	pine flatwoods, sandhills, coastal strands and interdunal swales
Helianthus carnosus	Lakeside sunflower	E		Low	Wet flatwoods
Lechea cernua	Nodding pineweed	E		Low	dry sandy areas, sand pine scrub, scrub, dunes and sandy ridges
Nemastylis floridana	Fall-flowering ixia; celestial lily	E		Low	Swamps, marshes and wet pine flatwoods
Nolina atopocarpa	Florida beargrass	T		Low	grassy areas of mesic and wet flatwoods
Pteroglossaspis ecristata	Giant orchid	T		Low	Sandhill, scrub, pine flatwoods, pine rocklands

E= Endangered; T= Threatened; CE= Commercially Exploited

No federally protected plant species are expected to occur on the subject property.

7.0 Cultural Resources

A master file search was reviewed by the Division of Historical Resources (DHR) for potential of cultural resources. No cultural resources were identified within the subject property. Please find DHR letter within Appendix III.

8.0 Summary

The Red Mill Drive property is located within the City of Palm Coast, Flagler County, Florida. The parcel is approximately 35.41 acres in size and includes 10.21 acres of wetlands. Wetlands within the property were delineated, and approved by the SJRWMD under ERP Application #111135 – 2. The proposed project will cause 0.86 acres of secondary impacts due to upland buffer impacts. Mitigation was provided in the form of 0.06 forested freshwater UMAM credits from Fishtail Mitigation Bank.

The subject property does not provide suitable habitat for the gopher tortoise. A preliminary gopher tortoise burrow was completed on February 12, 2026, and no potentially occupied gopher tortoise burrows were identified.

No other protected fauna species are anticipated within the project area. No federally protected flora species are anticipated on the subject property.

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APPENDIX I

Figures



Latitude: 29° 30' 21.843"N
Longitude: 81° 15' 33.75"W
Section 34
Township 11 South
Range 30 East

Image Source: ESRI 2026
Date: 2-12-16

0 1,500 3,000 Feet

Location Map
Red Mill Dr
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\aerial.mxd

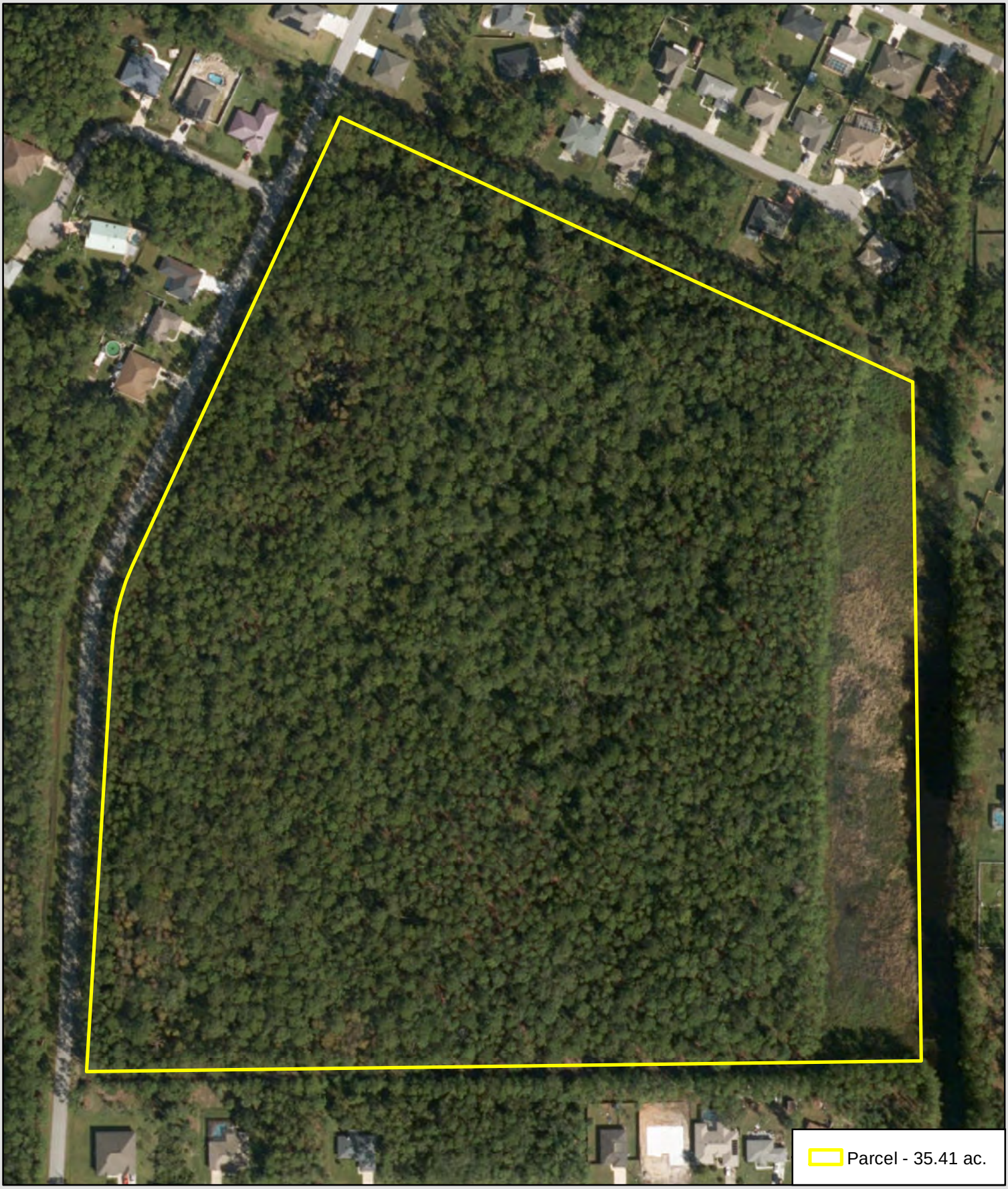

Image Source: ESRI 2022
Date: 2-12-26

0 100 200 Feet

N

Aerial Map
Redmill Dr
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\jorav\Desktop\GIS\Redmill-Dr\mxd\topo.mxd



Image Source: ESRI 2026
Date: 2-12-26

0 250 500 Feet

N

Topographic Map
Redmill Dr
Flagler County, Florida

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Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\soil.mxd



Image Source: ESRI 2022
Date: 2-12-26

0 150 300 Feet

N

Soil Map
Redmill Dr
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\habitat.mxd

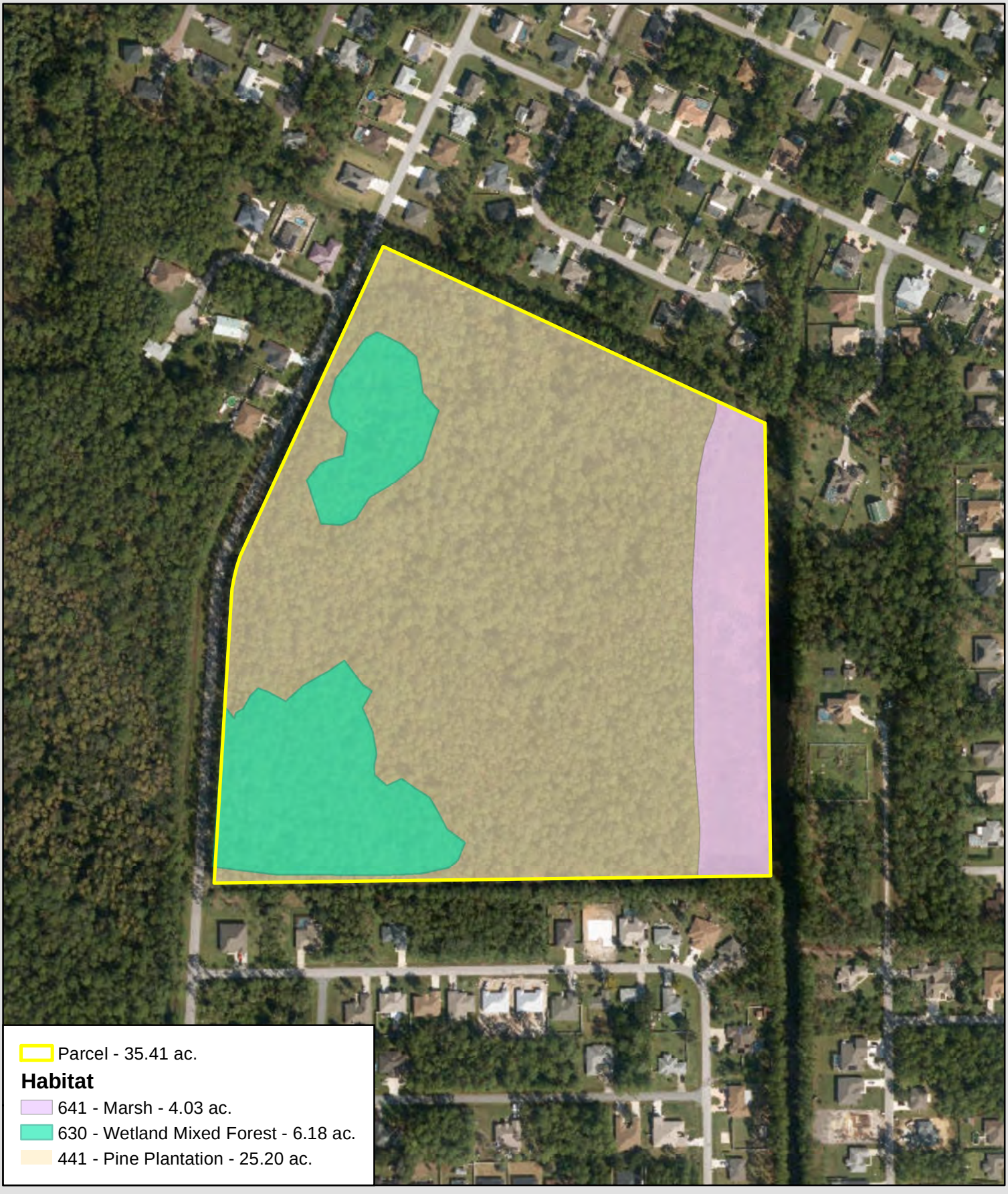

Image Source: ESRI 2022
Date: 2-12-26

0 150 300 Feet

N

Habitat Map
Redmill Dr
Flagler County, Florida

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904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\JonathanOravetz\Desktop\GIS\Redmill-Dr\Redmill-Dr\mxd\wetland.mxd



Image Source: ESRI 2022
Date: 2-12-26

0 100 200 Feet

N

Wetland Map
Redmill Dr
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\jorav\Desktop\GIS\Redmill-Dr\mxd\wetland impact 4-25-22.mxd



Site Plan
Parcel - 35.41 ac.
Secondary Impact - 0.86 ac.
Wetland

Date: 4-25-22

0 100 200 Feet

N

Wetland Impact Map
Redmill Dr
Flagler County, Florida

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904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

APPENDIX II

UMAM

Project:	*Red Mill Dr*			date onsite:	5-Dec-22					
		Location and Landscape Support		Water Environment		Community Structure				Total
	Habitat								Functional	Impact
Impacts	type	before	after	before	after	before	after	Acres	loss	Acres
										0.86
Secondary	630/641	6	5	7	7	7	6	0.86	0.0573	
		0	0	0	0	0	0	0	0.0000	
		0	0	0	0	0	0	0	0.0000	Total
		0	0	0	0	0	0	0	0.0000	Functional
		0	0	0	0	0	0	0	0.0000	Loss
		0	0	0	0	0	0	0	0.0000	0.057
		0	0	0	0	0	0	0	0.0000	
		0	0	0	0	0	0	0	0.0000	
									0.0000	
									0.0000	

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Red Mill	111135 – 2	630/641

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
630/641		Secondary Impact	0.86

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
9 - Pellicer Creek & Matanzas River	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

An isolated forested wetland area within pine silviculture and a wetland marsh which abuts drainage canal.

Assessment area description

Area 1 - Isolated forested wetland within pine silviculture. Vegetation comprises slash pine cypress, cabbage palm, Virginia chain fern, cinnamon fern, fetter bush. Area 2 - a wetland marsh where vegetation comprises salt bush, shiny lyonia, spike rush, bushy broom sedge, yellow eyed grass, cinnamon fern, and maiden cane

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
none	not unique

Functions	Mitigation for previous permit/other historic use
Refugia for wildlife, water filtration and storage, nutrient cycling, water recharge	

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
frogs, snakes, mosquito fish, raccoon, song birds	none

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
J. Sisk	12/5/2022

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Red Mill		630/641
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Secondary Impact	J. Sisk	12/5/2022

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: 6	with: 5
The minimum upland buffer distance is not maintained. One point of decrease is applied for secondary impacts related to the change of adjacent land use from silviculture to residential development.		
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: 7	with: 7
no changes anticipated in water environments.		
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: 7	with: 6
The minimum upland buffer distance is not maintained. One point of decrease is applied for secondary impacts related to encroachment into the wetland including edge effects such as increased light, woody vegetation encroachment, reduced biodiversity, and establishment of weedy species.		

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	20	18

Delta = [with-current]
0.0573

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

If mitigation
Time lag (t-factor) =
Risk factor =

For impact assessment areas
FL = delta x acres = **0.057**

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

APPENDIX III

DHR Correspondence

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

August 31, 2022

RE: DHR Project File No.: 2022-5341, Received by DHR: August 2, 2022
Application No.: 111135 - 2
Project: Red Mill Pointe
County: Flagler

To whom it may concern:

Our office reviewed additional information the referenced project in accordance with Chapters 267.061 and 373.414, *Florida Statutes*, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*, or otherwise of historical, architectural or archaeological value.

It is the opinion of this office that the proposed project is unlikely to affect historic properties. However, since unexpected finds may occur during ground disturbing activities, we request that the permit, if issued, include the following special condition regarding inadvertent discoveries:

- If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

If you have any questions, please contact Daniel Vasquez, Historic Sites Specialist, by email at *Daniel.Vasquez@dos.myflorida.com*.

Sincerely,

Kelly L Chase
For

Alissa S. Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

Project: *Red Mill Dr* **date onsite:** 5-Dec-22

Impacts	Habitat type	Location and Landscape Support before	Location and Landscape Support after	Water Environment before	Water Environment after	Community Structure before	Community Structure after	Acres	Functional loss
Secondary	630	6	5	7	7	7	6	0.86	0.0573
		0	0	0	0	0	0		0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0	0	0.0000
		0	0	0	0	0	0		0.0000
		0	0	0	0	0	0		0.0000
									0.0000
									0.0000

Total Impact Acres	Total Creation Acres	Total Enhancement Provided	Upland Acres Provided
0.1	0	0	0

Total Functional Loss	Total Functional Gain Units
0.057	0.000

Mitigation wetland preservation	Habitat Type	Location and Landscape Support w/o CE	Location and Landscape Support w/ CE	Water Environment w/o CE	Water Environment w/ CE	Community Structure w/o CE	Community Structure w/ CE	time lag	risk factor	Preservation Adjustment Factor	Relative Functional Gain	Acres Provided	Functional Gain Units
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
								1	1.00		0.0000		0.0000
enhancement		before	after	before	after	before	after						
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
		0	0	0	0	0	0	1	1.00	1	0.0000		0.0000
								1	1.00	1	0.0000		0.0000
uplands		w/o CE	w/ CE	w/o CE	w/ CE	w/o CE	w/ CE						
		0	0	x	x	x	0	0	1	1.00	1	0.0000		0.0000
		0	0	x	x	x	0	0	1	1.00	1	0.0000		0.0000
				x	x	x			1	1.00		0.0000		0.0000
				x	x	x			1	1.00		0.0000		0.0000

TRAFFIC IMPACT ANALYSIS

RED MILL POINTE

CITY OF PALM COAST, FLORIDA

Prepared for:

Brite Properties of Florida LLC
7345 Greenbriar Parkway
Orlando, Florida 32819

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

January 2026

TPD № 5537.1

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Red Mill Pointe

LOCATION: City of Palm Coast, Florida

CLIENT: Brite Properties of Florida LLC

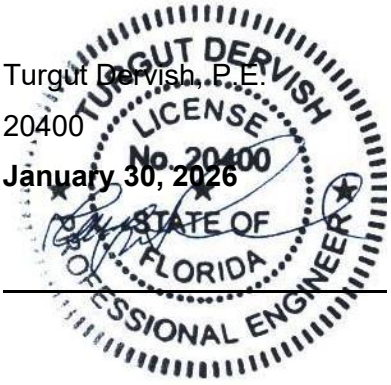
I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.

P.E. No.: 20400

DATE: **January 30, 2026**

SIGNATURE: _____



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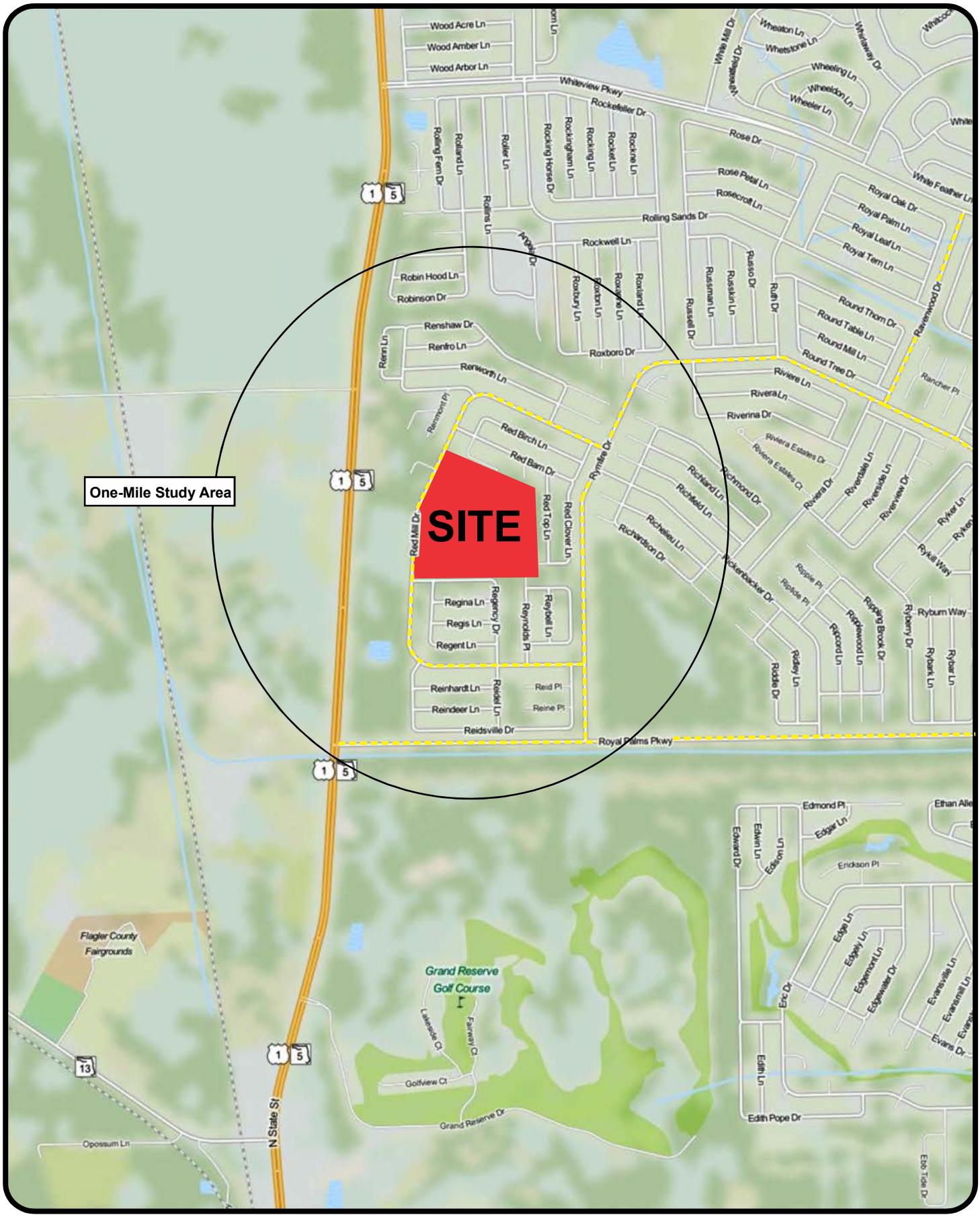
INTRODUCTION

This traffic analysis was performed in order to assess the impact of the proposed Red Mill Pointe development in the City of Palm Coast, Florida. Located on Red Mill Drive to the west of Rymfire Drive, the proposed townhome development will consist of 216 dwelling units. **Figure 1** depicts the site location of the development and its one-mile impact area. Access to the site will be provided by two roadway connections to Red Mill Drive. **Figure 2** depicts the site plan of the development and its access configuration.

The analysis was conducted in accordance with City of Palm Coast Unified Land Development Code (LDC), Chapter 7. A traffic study methodology was submitted to and approved by the City of Palm Coast. The methodology coordination and correspondence are provided in **Appendix A**. Data used in this analysis consists of site plan/development information provided by the Developers, 2024 Transportation Facility Status Report from the City of Palm Coast, and A.M. and P.M. peak hour traffic counts at intersections collected by Traffic Planning and Design, Inc. (TPD).



Red Mill Point
Project № 5537.1

Figure 1
Page 2

Site Location

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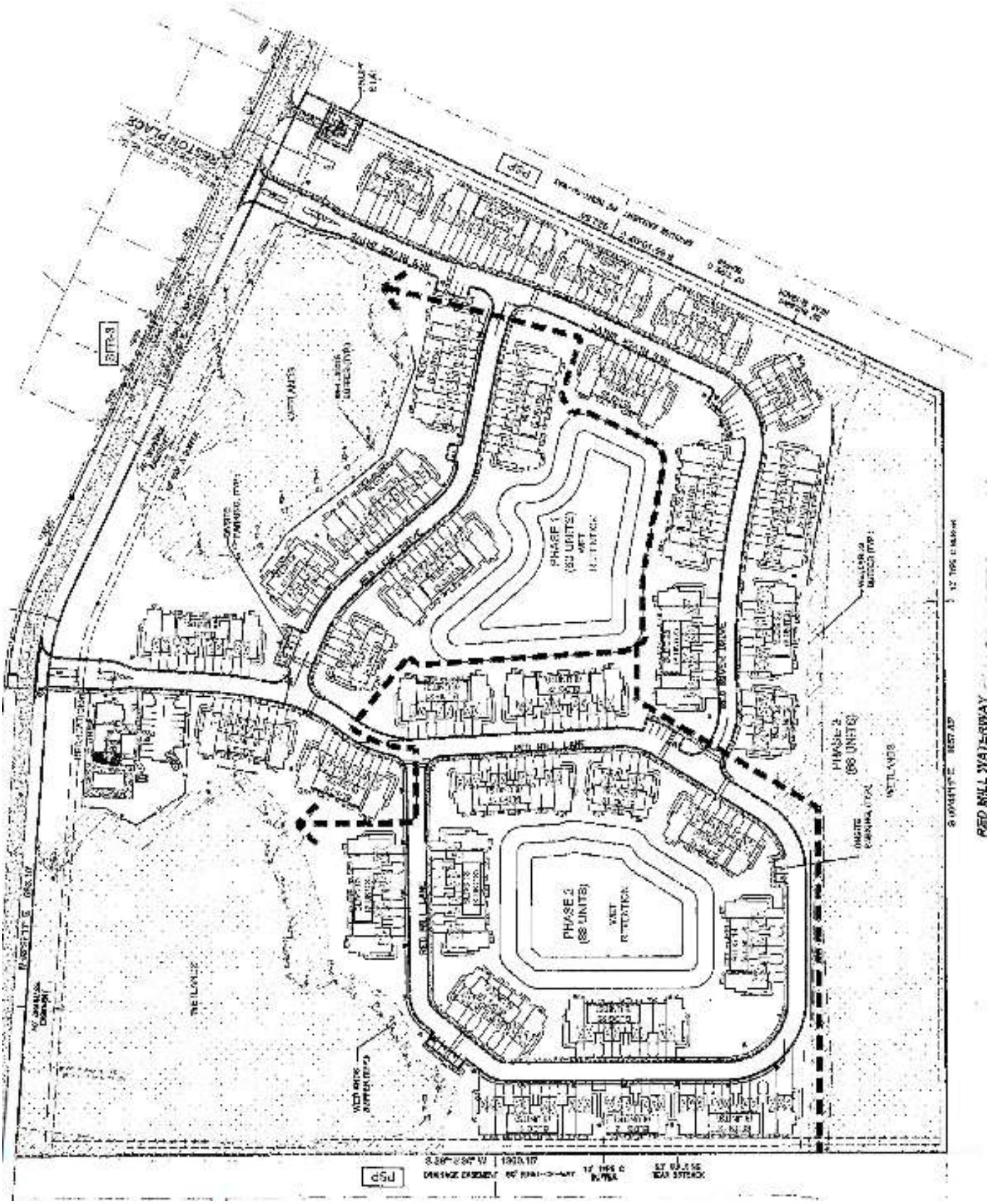

Red Mill Point
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Figure 2
Page 3

Site Plan

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EXISTING CONDITIONS ANALYSIS

An existing conditions analysis was conducted for the study roadway segments and intersections to establish their current operating conditions in terms of Levels of Service. The study roadways were identified to consist of those roadway segments included in the City's 2024 Transportation Facility Status Report within one mile of the project site. The study intersections were determined to include four intersections inside the one-mile impact area as follows:

- Rymfire Drive and Red Mill Drive North
- Rymfire Drive and Red Mill Drive South
- Rymfire Drive and Royal Palms Parkway
- US 1 and Royal Palms Parkway

Roadway Segment Analysis

The study roadway segments were analyzed by comparing the existing P.M. peak hour and vested trips with their respective capacities at the adopted LOS standards. The 2024 Transportation Facility Status Report is provided in **Appendix B**. A summary of the roadway capacity analysis is presented in **Table 1**. The results of the analysis reveal that the study segments currently operate at satisfactory LOS.

Table 1
Existing 2-Way P.M. Peak Hour Roadway Capacity Analysis

Roadway	Facility Type	# of Lns	Adopted		2-way P.M. Peak Hour Trips[1]	Vested Trips	Total 2-way Peak Hour Trips	LOS
			LOS	Capacity				
Rymfire Drive								
Royal Palms Pkwy to Ravenwood Dr	Collector UFH	2	D	2,170	584	0	584	B
Royal Palms Parkway								
US 1 to Rymfire Dr	Art MCCR1	2	D	1,600	744	178	922	C
Rymfire Dr to Belle Terre Pkwy	Art MCCR1	2	D	1,600	556	178	734	C
US 1 (SR 5)								
Whiteview Pkwy to Royal Palms Pkwy	Art State 1	4	D	3,580	2,057	463	2,520	C
Royal Palms Pkwy to Espanola Rd	Art State 1	4	D	3,580	2,225	273	2,498	C

[1]Existing 2023 counts

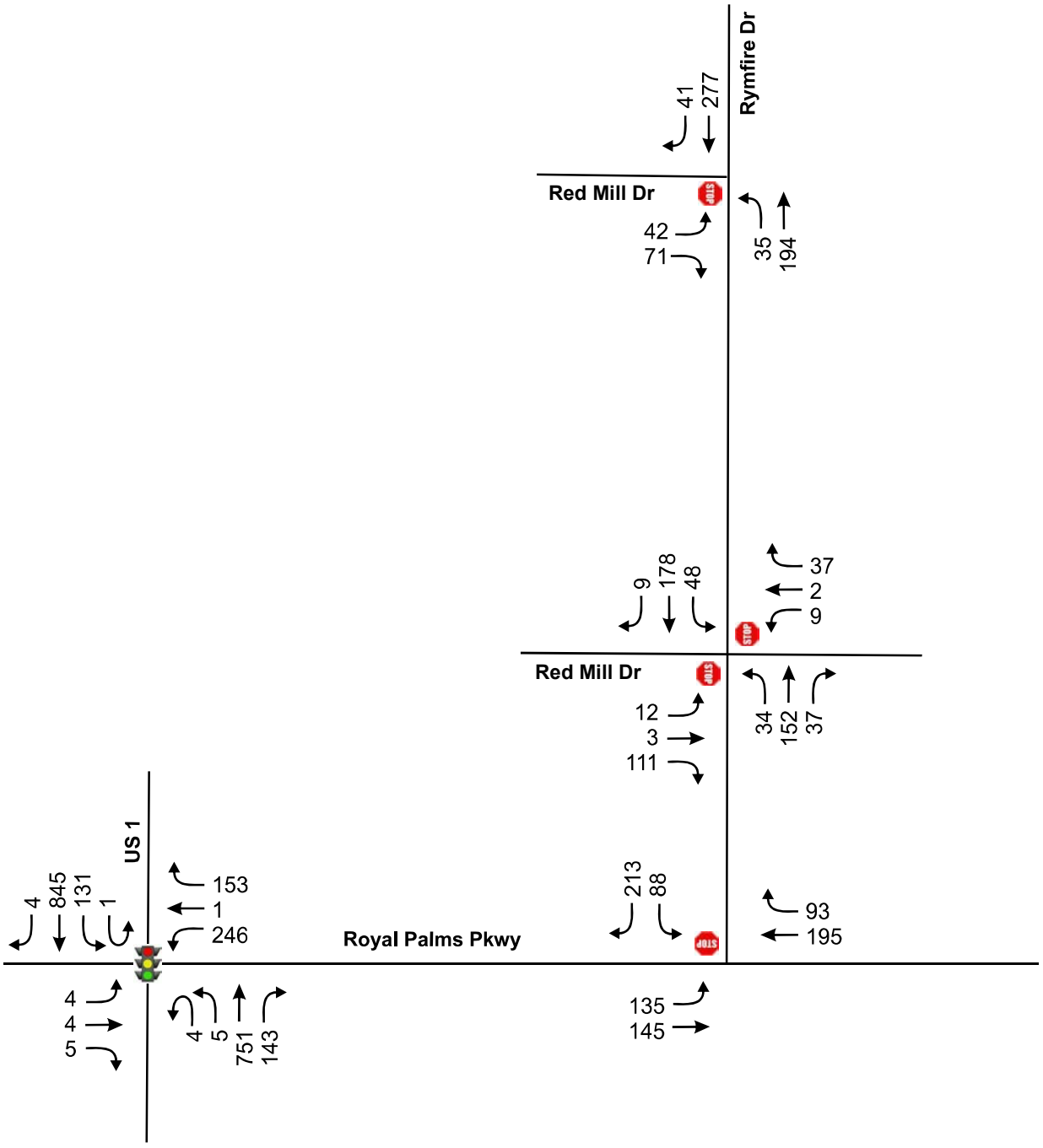
Intersection Analysis

A capacity analysis was conducted for each study intersection using *Highway Capacity Software (HCS)* in accordance with the procedures of the *Highway Capacity Manual (HCM)*. The capacity analysis was performed using the existing intersection geometries and intersection traffic counts during the A.M. and P.M. peak hour. The intersection counts were made on December 10, 2025, when the FDOT seasonal factor was 1.03 and therefore the counts were adjusted. **Figures 3a and 3b** depict the A.M. and P.M. peak hour traffic volumes, respectively at the study intersections. The intersection capacity analysis results are summarized in **Table 2**.

Table 2
Existing Intersection Capacity Analysis

Intersection	Control	Time Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Rymfire Dr/Red Mill Dr North	Stop	A.M.	20.5	C	--	--	1.8	A	--	--	--	--
		P.M.	12.2	B	--	--	2.4	A	--	--	--	--
Rymfire Dr/Red Mill Dr South	Stop	A.M.	12.3	B	12.7	B	1.2	A	1.6	A	--	--
		P.M.	12.1	B	15.7	C	2.3	A	1.2	A	--	--
Rymfire Dr/ Royal Palms Pkwy	Stop	A.M.	4.1	A	--	--	--	--	17.5	C	--	--
		P.M.	4.6	A	--	--	--	--	25.0	D	--	--
US 1/Royal Palms Pkwy	Signal	A.M.	46.3	D	60.7	E	21.2	C	34.1	C	33.7	C
		P.M.	46.1	D	53.5	D	24.5	C	44.0	D	36.3	D

This analysis indicates that the study intersections currently operate at satisfactory LOS. The intersection turning movement counts and FDOT's seasonal factor report are included in **Appendix C**. Detailed HCS worksheets and existing signal timing are included in **Appendix D**.



Red Mill Point
Project № 5537.1
Figure 3a
Page 6

Existing A.M. Peak Hour Traffic Volumes

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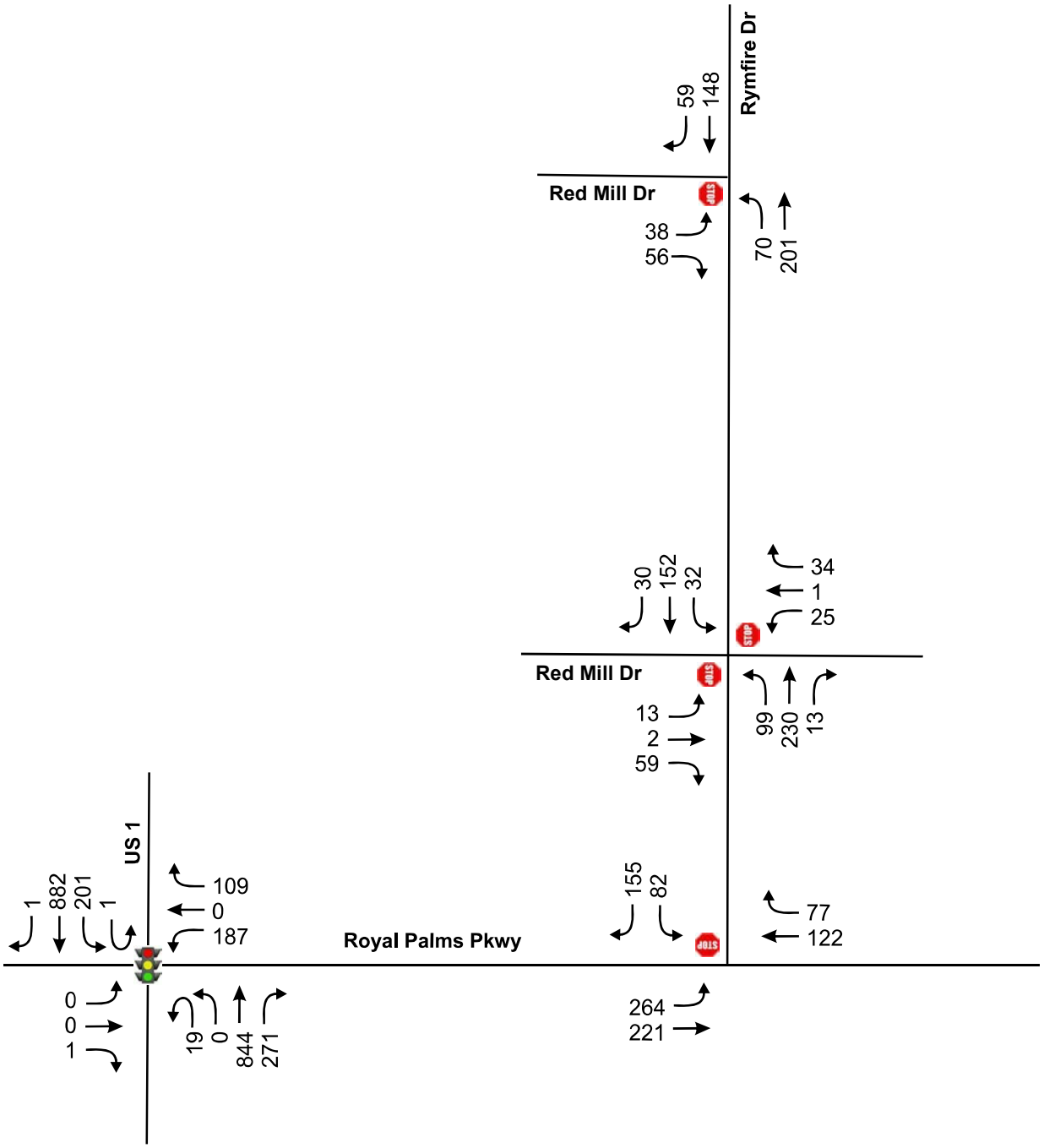

Red Mill Point
Project № 5537.1
Figure 3b
Page 7

Existing P.M. Peak Hour Traffic Volumes

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PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of 216 dwelling unit multi-family development to be completed by 2028. To determine the impact of this development, an analysis of its trip generation characteristics was conducted. This included the determination of the trips to be generated along with their distribution and assignment to the area roadways.

Trip Generation

The trip generation of the proposed development was calculated with the use of equations obtained from the 12th Edition of the *Institute of Transportation Engineers* (ITE) *Trip Generation Manual.* **Table 3** provides a summary of the trip generation calculation. The development is expected to generate 1,337 daily trips of which 89 will occur during the A.M. peak hour and 111 during the P.M. peak hour.

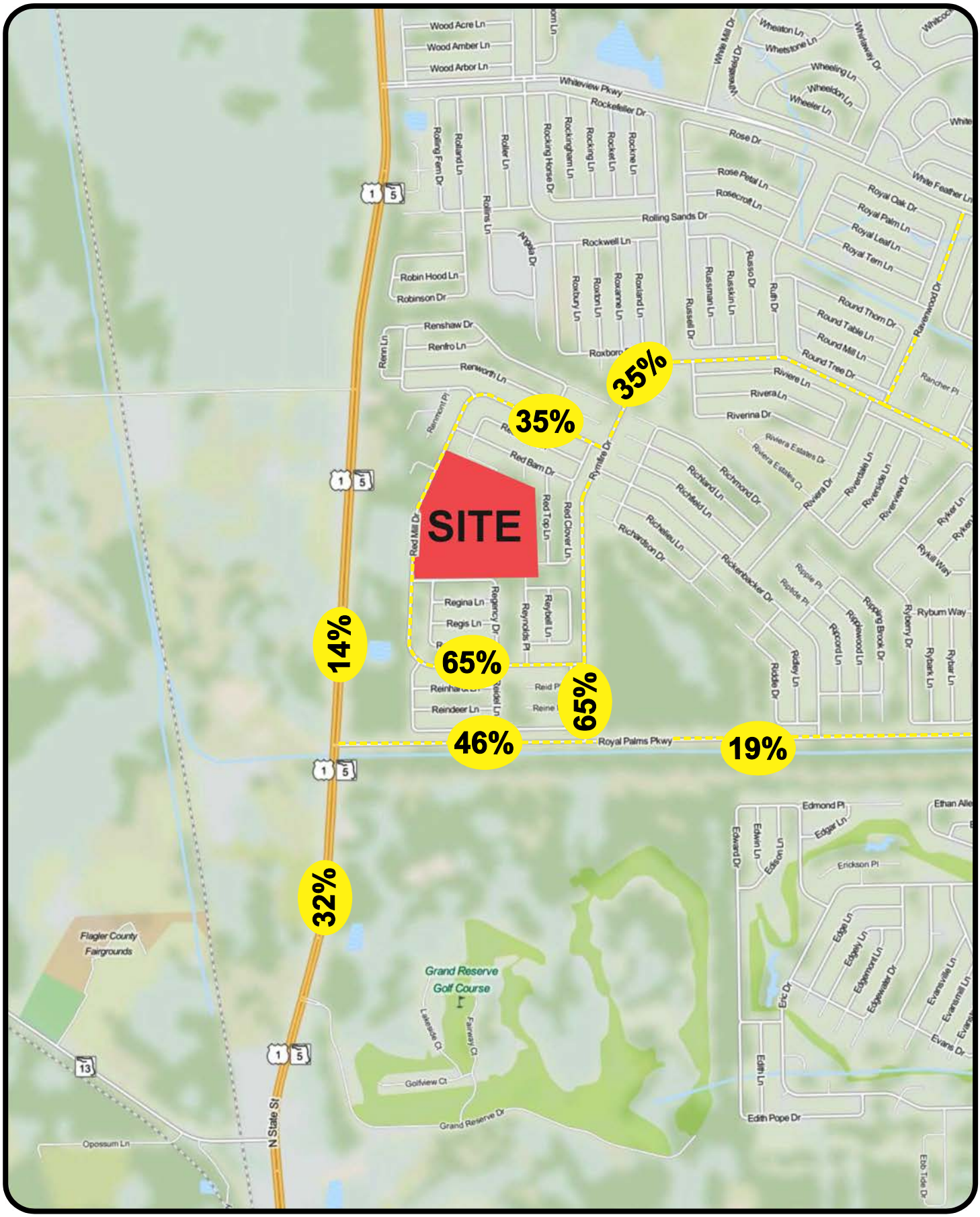
Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
220	Multi-Family (Apartments/Townhomes)	216 DU[1]	6.19	1,337	0.41	21	68	89	0.514	69	42	111
		Total	**--**	**1,337**	**--**	**21**	**68**	**89**	**--**	**69**	**42**	**111**

[1]DU = Dwelling Unit

Trip Distribution / Trip Assignment

The trip distribution pattern was estimated using the *Central Florida Regional Planning Model* (CFRPM), version 7. A Selected Zone Analysis (SZA) was conducted by modifying the 2035 interim year model network to include a Traffic Analysis Zone (TAZ) representing the proposed project and the model's socio-economic data was updated to reflect the proposed project buildout. The project distribution in the model output was manually adjusted for reasonableness using engineering judgement and proposed access to the site. This adjusted distribution pattern is depicted in **Figure 4** and the model plot outputs are provided in the Study Methodology in Appendix A. Utilizing this distribution, the development project trips were assigned to the study roadways.



Red Mill Point
Project № 5537.1

Figure 4
Page 9

Project Trip Distribution

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PROJECTED TRAFFIC CONDITIONS

Projected traffic conditions were assessed in order to evaluate the impact of the proposed development within its area of influence. The projected conditions were estimated by combining the daily and P.M. peak hour project trips with the background traffic volumes.

Background Traffic Projections

Background traffic volumes are determined by expanding existing daily and peak hour traffic volumes to the buildout year using an annual growth rate. In coordination with the City of Palm Coast, historical analysis using 2-year growth rates from the City of Palm Coast Annual Daily Traffic database was utilized for each study segment and shown in Table 4. These growth factors was utilized for the intersections to project to the buildout year of 2028.

Roadway Segment Analysis

A roadway segment analysis was performed for the study roadway segments similar to existing conditions by comparing the projected daily traffic volume of each segment with the capacity of the segment at the adopted LOS standard. This analysis is summarized in **Table 4**. The table lists the roadway segments along with their number of lanes, growth rates, adopted LOS/capacity, and projected traffic volumes. This analysis shows that the roadway segments under consideration are projected to operate at satisfactory Levels of Service upon build out of the development.

Intersection Analysis

To assess the projected operating conditions at the study intersections, intersection capacity analyses were conducted using the *Highway Capacity Software (HCS)*. Total P.M. peak hour traffic volumes were determined by combining background traffic with project trips. **Figures 5a and 5b** shows the projected A.M. and P.M. peak hour intersection turning movements, respectively for the study intersections and site access roadway connections. The projected Levels of Service are summarized in **Table 5**. Detailed HCS analysis worksheets are included in **Appendix E**. The analysis indicates that the study intersections and site access roadway connections will operate at overall satisfactory Level of Service upon build out of the development.

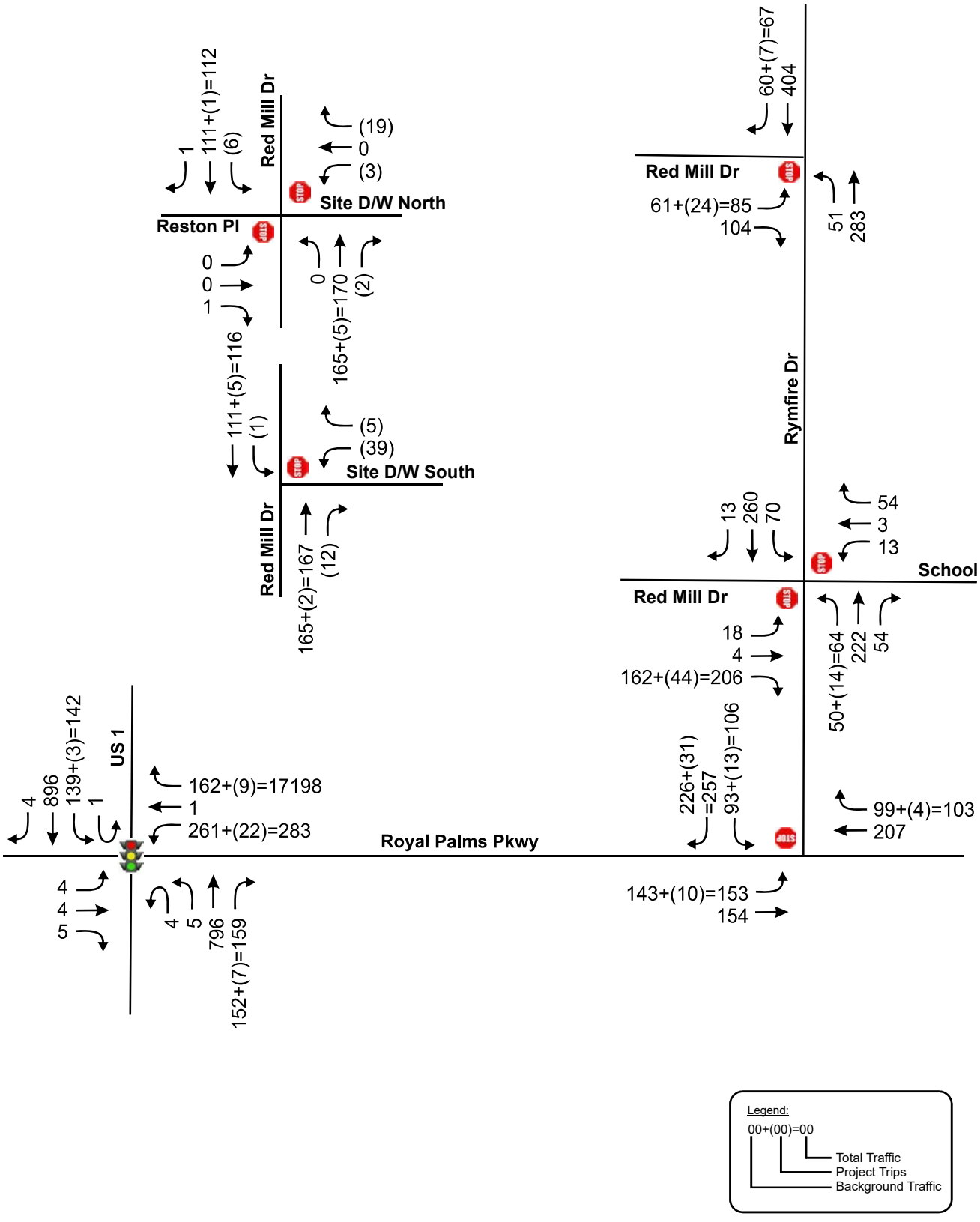
Table 4
Projected 2-Way P.M. Peak Hour Roadway Capacity Analysis

Roadway	Facility Type	# of Lns	Adopted		2-Year Growth Rate	Growth Factor to 2028	Projected Bckgnd 2-way P.M. Peak Trips[1]	Vested Trips	2-way Project Trips[2]	Total Projected 2-way Peak Hour Trips	Projected LOS
			LOS	Capacity							
Rymfire Drive											
Royal Palms Parkway to Ravenwood Drive	Collector UFH	2	D	2,170	15.3%	1.765	1,031	0	72	1,103	C
Royal Palms Parkway											
US 1 to Rymfire Drive	Art MCCR1	2	D	1,600	2.9%	1.145	852	178	51	1,081	C
Rymfire Drive to Belle Terre Parkway	Art MCCR1	2	D	1,600	-4.8% (Use 2%)	1.100	612	178	21	811	C
US 1 (SR 5)											
Whiteview Parkway to Royal Palms Parkway	Art State 1	4	D	3,580	-0.6% (Use 2%)	1.100	2,263	463	36	2,762	C
Royal Palms Parkway to Espanola Road	Art State 1	4	D	3,580	0.8% (Use 2%)	1.100	2,448	273	15	2,736	C

[1]Background = Existing 2023 x Growth factor to 2028, [2] Highest Project Trips at the segment

Table 5
Projected Intersection Capacity Analysis

Intersection	Control	Time Period	EB		WB		NB		SB		Intersection	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Rymfire Dr/Red Mill Dr North	Stop	A.M.	24.0	C	--	--	1.8	A	--	--	--	--
		P.M.	18.6	C	--	--	2.8	A	--	--	--	--
Rymfire Dr/Red Mill Dr South	Stop	A.M.	22.4	C	24.7	C	1.6	A	1.7	A	--	--
		P.M.	20.3	C	48.6	E	2.9	A	1.2	A	--	--
Rymfire Dr/ Royal Palms Pkwy	Stop	A.M.	4.3	A	--	--	--	--	23.8	C	--	--
		P.M.	5.0	A	--	--	--	--	48.1	E	--	--
US 1/Royal Palms Pkwy	Signal	A.M.	46.3	D	70.6	E	21.6	C	38.3	D	37.8	D
		P.M.	46.1	D	55.6	E	25.1	C	53.2	D	40.8	D
Red Mill Dr / Reston Pl / Site D/W North	Stop	A.M.	8.9	A	9.5	A	0.0	A	0.4	A	--	--
		P.M.	9.3	A	9.6	A	0.0	A	0.9	A	--	--
Red Mill Dr / Site D/W South	Stop	A.M.	--	--	10.5	B	--	--	0.1	A	--	--
		P.M.	--	--	10.9	B	--	--	0.1	A	--	--



Projected A.M. Peak Hour Traffic Volumes

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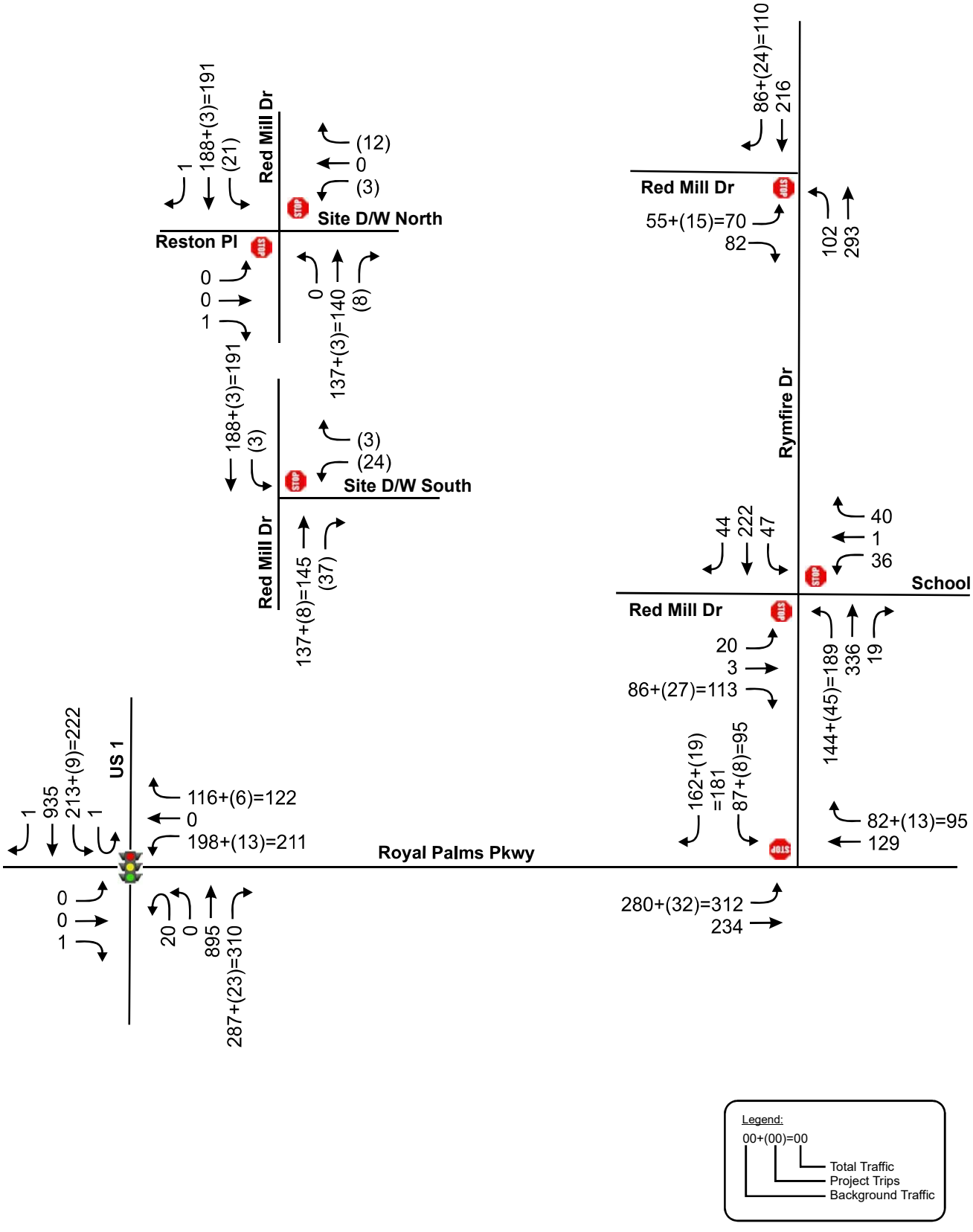

Projected P.M. Peak Hour Traffic Volumes

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Turn Lane Analysis

A turn lane analysis was conducted at both project roadway connections and at north and south Red Mill Drive intersections with Rymfire Drive to determine whether turn lanes would be needed as a result of the proposed development. The analysis was undertaken in accordance with the procedures of the *Palm Coast Turn Lane Technical Guidelines on November 10, 2020.* The guidelines indicate that on a 2-lane city roadway with a posted speed limit of 30 mph, 30 or more left turning vehicle per hour would require a dedicated left turn lane. Similarly, the guidelines indicate that on a 2-lane city roadway with a posted speed limit of 30 mph, 120 or more right turning vehicle per hour would require a dedicated right turn lane. Using the projected P.M. peak hour traffic volumes from Figures 5a and 5b, the highest left turning vehicles are 21 during the P.M. peak hour and the highest right turning vehicles are 37 during the P.M. peak hour. These results revealed that left or right turn lanes will not be needed at the site roadway locations. Excerpts from the guidelines are provided in **Appendix F**

STUDY CONCLUSIONS

This traffic analysis was performed in order to assess the impact of a proposed 216-unit multi-family project located on Red Mill Drive in the City of Palm Coast, Florida. Access to the site will be provided via roadway connections on Red Mill Drive which intersects Rymfire Drive at two locations. The results of the study as documented herein are summarized below:

- The proposed development will generate a daily traffic volume of 1,337 vehicle trips, of which 89 will occur during the A.M. peak hour and 111 will occur during the P.M. peak hour.

- The study roadway segments and intersections within a one-mile impact area currently operate at satisfactory Levels of Service.

- The study roadways and intersections are projected to operate satisfactorily within their adopted LOS standards with the addition of project trips.

- The project roadway connections to Red Mill Drive will operate at acceptable levels of service upon completion of the project.

- A turn lane analysis conducted at both project roadway connections to Red Mill Drive revealed that left and right turn lanes would not be needed as a result of the proposed development.

APPENDICES

APPENDIX A

Study Methodology and Correspondence

Jay Davoll

From: Phong Nguyen, PTP <PNguyen@palmcoastgov.com>
Sent: Thursday, January 29, 2026 10:08 AM
To: Jay Davoll; Ms. Damaris Ramirez; Rita Merhi
Subject: RE: Red Mill Pointe TM Approval Letter
Attachments: 2023 Traffic Counts Historical Comparision R1.pdf

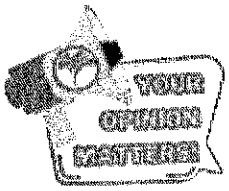
Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from pnguyen@palmcoastgov.com. Learn why this is important

Good morning, Jay

Please see Citywide historical traffic counts for our major roads (attached) which has growth rates based either on previous 5 years growth or 2 years growth. Use this data to come up with growth rate for each roadway. You may use 10 year, 5 year, or 2 year historical traffic counts to determine your annual growth rate to apply to projected build-out design year. Please be specific on your TIA.

Phong Nguyen, PTP
Planning Manager
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3779
www.palmcoast.gov



How are we doing?
Let us know below.
PalmCoast.gov/feedback

From: Jay Davoll <jay@tpdtraffic.com>
Sent: Thursday, January 29, 2026 7:07 AM
To: Phong Nguyen, PTP <PNguyen@palmcoastgov.com>; Ms. Damaris Ramirez <DRamirez@palmcoastgov.com>; Rita Merhi <rita@tpdtraffic.com>
Subject: RE: Red Mill Pointe TM Approval Letter
Importance: High

Good morning,

Please advise what growth factor we should use to grow the traffic for two years?

As per your prior comments number 2 and 3, from December 2, 2025, (see attached) we are not to use the FDOT growth factor that was determined from the trends analysis, since the area is mostly built out. Usually we use a 2% per year factor. If this is acceptable, please let us know as soon as possible.

Thanks,

CITY OF PALM COAST AVERAGE ANNUAL DAILY TRAFFIC (AADT)

Link		2008	2011	2013	2015	2017	2019	2021	2023	Avg. % Change in Traffic Volume (2019 to 2023). (Traffic Counts are conducted every two years)	Last 2 years: 2021 to 2023
Number	Link Description										
	Belle Terre Parkway										
1200	Matanzas Woods Parkway to Bird of Paradise Drive	5,300	6,200	7,400	8,600	6,600	6,600	8,025	7,814	4.6%	-1.3%
1205	Bird of Paradise Drive to Pine Lakes Parkway	12,000	11,000	15,300	14,800	14,100	14,100	15,429	16,208	3.7%	2.5%
1210	Pine Lakes Parkway to Bellaire Drive	13,000	13,000	15,800	15,700	14,700	14,700	15,465	14,871	0.3%	-1.9%
1215	Bellaire Drive to Palm Coast Parkway(WB)	15,000	16,500	18,700	18,000	17,400	17,400	18,502	18,724	1.9%	0.6%
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	9,300	23,000	18,500	23,000	24,700	24,700	23,355	22,150	-2.6%	-2.6%
1225	Palm Coast Parkway (EB) to Cypress Point Parkway	14,000	19,500	21,300	20,700	21,100	21,100	24,140	21,694	0.7%	-5.1%
1230	Cypress Point Parkway to Pine Lakes Parkway	31,000	26,000	32,400	34,700	34,000	38,300	39,683	35,119	-2.1%	-5.8%
1240	Pine Lakes Parkway to Parkview Drive (S)	21,000	21,000	24,000	25,000	26,300	26,300	27,900	31,904	5.3%	7.2%
1245	Parkview Drive (S) to White View Parkway	20,500	18,000	24,200	24,900	22,800	22,800	29,354	27,740	5.4%	-2.7%
1250	White View Parkway to Rymfire Drive - Northbound	18,500	19,500	22,200	23,900	23,500	23,500	28,945	28,101	4.9%	-1.5%
1252	Rymfire Drive to Royal Palms Parkway - northbound	20,000	23,500	25,100	26,000	25,700	25,700	30,191	30,109	4.3%	-0.1%
1254	Royal Palms Parkway to East Hampton Boulevard	22,000	19,000	24,000	25,500	25,400	25,400	31,228	30,628	5.1%	-1.0%
1260	East Hampton Boulevard to SR 100	19,000	20,500	24,100	22,800	22,000	22,000	29,069	25,394	3.9%	-6.3%
	Belle Terre Blvd.										
1263	SR 100 to Zebulas Trail	5,900	4,900	5,400	6,700	8,400	8,400	8,650	9,353	2.8%	4.1%
1265	Zebulas Trail to Zaun Trail	5,900	4,800	6,200	5,600	6,600	6,600	7,163	7,688	4.1%	3.7%
1270	Zaun Trail to Citation Parkway	4,700	3,200	3,500	5,200	4,000	4,000	4,939	5,297	8.1%	3.6%
1275	Citation Parkway to US 1	4,200	2,900	3,600	3,600	3,800	3,800	4,275	4,301	3.3%	0.3%
	Bird of Paradise Drive										
2420	Matanzas Woods Parkway to Birchwood Drive	1,600	2,100	2,200	2,100	2,900	3,500	3,474	4,494	7.1%	14.7%
2430	Birchwood Drive to Belle Terre Parkway	2,800	3,000	4,100	4,000	3,000	5,100	3,732	7,069	9.7%	44.7%
	Bulldog Drive										
4300	SR 100 to Central Avenue	-	1,700	1,700	2,900	2,800	2,900	4,918	5,384	21.4%	4.7%
	Central Avenue										
4400	Belle Terre Parkway to Market Avenue	-	4,700	4,900	5,400	2,800	3,100	4,669	4,223	9.1%	-4.8%
4410	Market Avenue to Lake Avenue	-	2,600	2,200	2,800	2,800	3,300	4,865	4,777	11.2%	-0.9%
4420	Lake Avenue to Landings Blvd.	-	2,600	2,200	2,800	2,800	3,500	5,804	4,777	9.1%	-8.8%
4430	Landings Blvd to Park Street	-	2,300	2,300	2,800	3,300	3,300	5,446	4,712	10.7%	-6.7%
4440	Park Street to Bulldog Drive	-	2,600	2,300	2,900	3,100	3,300	5,136	4,543	9.4%	-5.8%
4450	Bulldog Drive to Brookhaven Drive	-	1,300	1,500	1,900	2,300	2,200	2,924	3,084	10.0%	2.7%
4460	Brookhaven Drive to Town Center Blvd.	-	1,600	1,500	1,600	1,900	1,900	2,413	3,084	15.6%	13.9%
	Citation Parkway										
3312	Belle Terre Parkway to Laguna Forest Lane	700	400	200	500	600	600	911	1,687	45.3%	42.6%
3315	Seminole Woods Parkway to Sesame Boulevard	1,900	2,500	2,900	2,500	3,000	2,900	1,564			See ID 3320
	Club House Drive										
1300	Palm Harbor Parkway to Palm Coast Parkway (WB)	2,400	2,800	2,900	3,600	3,400	4,200	3,785	4,825	3.7%	13.7%
1310	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	3,200	2,800	3,100	3,100	3,400	3,500	3,147	3,293	-1.5%	2.3%
	Colbert Lane										
3105	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	3,600	4,800	5,100	4,600	5,500	4,700	4,966	4,167	-2.8%	-8.0%
3110	Palm Coast Parkway (EB) to Waterside Parkway (N)	6,100	5,800	6,900	7,100	7,900	7,800	8,374	9,199	4.5%	4.9%
3120	Waterside Parkway (N) to Waterside Park (S)	4,200	4,100	4,800	4,600	5,500	5,400	4,200	5,191	-1.0%	11.8%
3125	Waterside Park (S) to South Park Road	4,300	4,700	5,300	5,000	6,300	3,900	3,320	5,788	12.1%	37.2%
3130	South Park Road to Roberts Road	4,200	4,700	5,200	5,200	6,200	5,800	5,635	6,371	2.5%	6.5%
3135	Roberts Road to SR 100	4,200	3,300	3,500	4,200	4,500	4,200	3,610	4,289	0.5%	9.4%
	Cypress Point Parkway										
4200	Belle Terre Parkway to Pine Cone Drive	18,500	15,500	19,500	17,100	19,000	22,100	20,959	18,853	-3.7%	-5.0%
4205	Pine Cone Drive to Cypress Edge (S)	16,500	14,500	16,100	17,000	18,100	18,800	17,983	17,801	-1.3%	-0.5%
4210	Cypress Edge (S) to Cypress Edge (N) - eastbound	16,500	11,500	17,200	16,500	16,900	17,000	15,673	17,801	1.2%	6.8%
4215	Cypress Edge (N) to Palm Coast Parkway - eastbound	16,500	24,500	30,100	28,300	31,100	26,100	23,844	20,966	-4.9%	-6.0%
	Farmsworth Drive										
2716	Old Kings Road to Florida Park Drive	1,500	1,800	2,000	2,200	1,700	1,900	1,858	2,376	6.3%	13.9%
	Farragut Drive										
2717	Old Kings Road to Florida Park Drive	800	500	260	370	400	200	246	1045	105.6%	162.4%
	Fleetwood Drive										
2714	Old Kings Road to Florida Park Drive	900	1,200	920	950	1000	1000	947	2329	33.2%	73.0%
	Florida Park Drive										
2090	Palm Harbor Parkway to Forest Hill Drive	5,100	4,900	5,400	5,500	5,700	5,800	5,764	5,055	-3.2%	-6.2%
2100	Forest Hill Drive to Fleetwood Drive	5,100	5,700	6,300	6,400	6,600	6,700	6,298	5,055	-6.1%	-9.9%
2105	Fleetwood Drive to Farragut Drive	5,100	7,000	7,800	8,000	8,100	8,600	8,127	7,122	-4.3%	-6.2%
2110	Farragut Drive to Palm Coast Parkway (WB)	7,300	8,600	8,500	8,900	8,100	11,000	8,190	9,172	-4.2%	6.0%
2120	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	4,900	4,500	5,200	6,300	5,600	6,100	5,408	5,066	-4.2%	-3.2%
	Forest Grove Drive										
4000	Old Kings Road (W) to Old Kings Road (E)	3,400	2,900	3,500	3,900	--	--	--	1,704	#VALUE!	#VALUE!
4010	Old Kings Road (E) to Palm Harbor Parkway	3,200	3,600	4,700	4,100	--	--	--		#VALUE!	#VALUE!
	Frontier Drive										
2712	Old Kings Road to Florida Park Drive	2,100	1,400	1,400	1,900	1,800	1,700	1,346	3,657	28.8%	85.8%

CITY OF PALM COAST AVERAGE ANNUAL DAILY TRAFFIC (AADT)

Link		2008	2011	2013	2015	2017	2019	2021	2023	Avg. % Change in Traffic Volume (2019 to 2023). (Traffic Counts are conducted every two years)	Last 2 years: 2021 to 2023
Number	Link Description										
	Hargrove Grade Road										
3707	US 1 to Otis Stone Hunter Road	1,900	2,400	3,500	5,100	3,400	3,700	3,567	3,304	-2.7%	-3.7%
	I-95 (SR 9)										
251	Palm Coast City Limit to Palm Coast Parkway	51,000	45,500	45,000	46,000	49,000	49,000	49,000	66,798	9.1%	18.2%
292	Palm Coast Parkway to SR 100	60,000	64,500	63,200	67,300	63,700	85,044	63,700	78,040	-2.1%	11.3%
255	SR 100 to Old Dixie Highway	67,000	67,000	39,000	44,500	47,000	47,000	47,000	78,768	16.9%	33.8%
	Lakeview Boulevard										
3925	London Drive to Matanzas Woods Parkway	1,900	2,500	3,200	3,000	3,500	3,800	4,139	5,008	7.9%	10.5%
	Market Avenue										
4600	Belle Terre Parkway to Central Avenue	-	200	280	360	500	500	500	2990	124.5%	249.0%
	Matanzas Woods Parkway										
2400	US 1 to Belle Terre Parkway	5,200	3,700	4,500	4,800	4,000	4,200	5,576	6,514	13.8%	8.4%
2410	Belle Terre Parkway to Bird of Paradise Drive	3,600	4,000	4,700	5,200	8,200	7,300	9,894	10,120	9.7%	1.1%
2415	Bird of Paradise Drive to I-95 SB					10,700	14,000	13,540	13,880	-0.2%	1.3%
2416	I-95 SB to I-95 NB					10,100	12,000	12,459	12,690	1.4%	0.9%
2417	I-95 NB to Old King Rd Extension					9,300	10,700	11,727	12,168	3.4%	1.9%
2418	Old Kings Rd Extension at Matanzas HS Entrance					6,800	7,300	8,166	8,208	3.1%	0.3%
	Old Kings Road										
2700	US 1 to Princess Place Preserve Entrance	1,500	1,700	1,900	2,600	1,400	1,400	1,491	1,598	3.5%	3.6%
2702	Princess Place Preserve Entrance to Forest Grove Drive	1,600	1,700	2,000	2,700	1,300	1,100	1,681		-25.0%	-50.0%
2705	Forest Grove Drive to Farmsworth Drive	4,000	5,000	3,600	6,500	4,900	5,300	5,685	7,405	9.9%	15.1%
2707	Farmsworth Drive to Frontier Drive	6,800	6,800	8,000	8,900	8,600	8,500	10,704	9,730	3.6%	-4.5%
2710	Frontier Drive to Fleetwood Drive	9,300	9,700	10,500	12,300	11,600	11,400	11,338	12,513	2.4%	5.2%
2715	Fleetwood Drive to Farragut Drive	12,000	11,500	12,600	15,000	13,700	13,200	13,077	16,203	5.7%	12.0%
2720	Farragut Drive to Palm Coast Parkway	14,500	15,000	15,600	15,600	18,700	16,000	15,784	23,893	12.3%	25.7%
2730	Palm Coast Parkway to Utility Drive	6,900	7,200	8,400	9,600	10,700	11,100	9,875	15,971	11.0%	30.9%
2735	Utility Drive to Oak Trails Boulevard	5,400	4,700	7,300	7,800	9,000	9,500	9,247	9,556	0.1%	1.7%
2740	Oak Trails Boulevard to Hidden Lakes Boulevard	4,700	5,400	6,700	7,800	8,400	9,000	8,764	9,332	0.9%	3.2%
2743	Hidden Lake Blvd to Town Center Drive					8,700	9,400	9,437	9,645	0.7%	1.1%
2745	Town Center Boulevard to SR 100	3,900	4,800	6,500	6,800	8,900	8,500	10,602	9,891	4.1%	-3.4%
2750	SR 100 to Palm Coast City Limit	3,600	8,000	8,400	8,500	7,600	4,900	5,206	9,422	23.1%	40.5%
	Palm Coast Parkway										
2800	US 1 to Pine Lakes Parkway	14,000	9,900	10,400	12,300	12,700	12,900	14,933	15,106	4.3%	0.6%
	Palm Coast Parkway (Eastbound)										
2815	Pine Lakes Parkway to Belle Terre Parkway	8,700	9,900	10,200	10,800	10,600	9,100	9,748	13,199	11.3%	17.7%
2825 EB	Belle Terre Parkway to Cypress Point Parkway	14,500	18,000	16,300	17,600	17,000	18,300	19,090	19,308	1.4%	0.6%
	Palm Coast Parkway (Westbound)										
2810 WB	Belle Terre Parkway to Pine Lakes Parkway	8,200	9,700	9,800	9,700	10,100	10,300	11,004	12,729	5.9%	7.8%
2820 WB	Cypress Point Parkway to Belle Terre Parkway	14,500	16,000	17,700	18,800	18,500	17,300	18,376	18,837	2.2%	1.3%
	Palm Coast Parkway										
2826	Cypress Point Parkway to I-95 South Bound Ramps	39,000	42,000	42,600	--	47,900	50,600	53,770	48,983	-0.8%	-4.5%
2827	I-95 South Bound Ramps to I-95 North Bound Ramps	40,500	39,000	41,600	--	45,400	50,700	50,562	40,003	-5.3%	-10.4%
2830	I-95 North Bound Ramps to Old Kings Road	38,000	40,000	42,600	--	42,100	53,300	50,917	48,084	-2.4%	-2.8%
	Palm Coast Parkway (Eastbound)										
2845 EB	Old Kings Road to Florida Park Drive	13,500	14,000	15,000	-	12,900	13,600	15,619	16,857	6.0%	4.0%
2855 EB	Florida Park Drive to Club House Drive	12,000	10,000	11,800	12,600	12,500	12,600	13,803	13,953	2.7%	0.5%
2865 EB	Club House Drive to Colbert Lane	5,800	8,900	9,500	10,300	9,900	10,600	11,217	11,633	2.4%	1.9%
2875 EB	Colbert Lane to Palm Harbor Parkway	5,300	5,100	6,000	6,300	7,300	7,400	8,176	7,301	-0.3%	-5.4%
	Palm Coast Parkway (Westbound)										
2870 WB	Palm Harbor Parkway to Colbert Lane	5,100	5,800	6,000	7,100	7,500	8,000	9,119	7,938	-0.2%	-6.5%
2860 WB	Colbert Lane to Club House Drive	8,100	6,500	9,400	9,700	9,600	10,200	10,961	11,189	2.4%	1.0%
2850 WB	Club House Drive to Florida Park Drive	10,000	10,000	11,800	11,500	11,800	12,700	13,702	14,148	2.9%	1.6%
2840 WB	Florida Park Drive to Old Kings Road	12,500	15,000	15,400	-	14,600	15,600	15,027	18,891	5.3%	12.9%
	Palm Coast Parkway (Hammock Dunes Parkway)										
2880	Palm Harbor Parkway to SR A1A	7,700	11,000	10,400	12,000	12,500	12,400	17,053	14,253	3.7%	-8.2%
	Palm Harbor Parkway										
2890	Matanzas HS Entrance to Cris Lane					5,200	6,100	6,543	6,731	2.6%	1.4%
2895	Cris Lane to Fellowship Lane					5,300	5,600	6,905	6,916	5.9%	0.1%
2900	Forest Grove Drive to Florida Park Drive	3,400	5,100	4,900	5,700	7,100	5,900	6,981	7,727	7.7%	5.3%
2910	Florida Park Drive to Club House Drive	7,400	4,600	4,400	6,900	4,700	5,300	4,692	6,994	8.0%	24.5%
2920	Club House Drive to Palm Coast Parkway	4,000	4,900	5,200	5,400	5,100	5,800	4,763	6,394	2.6%	17.1%
	Pine Lakes Parkway										
3000	Belle Terre Parkway (N) to Palm Coast Parkway	2,800	3,500	3,600	4,500	4,300	4,100	5,120	5,585	9.1%	4.5%
3002	Palm Coast Parkway to Commerce Boulevard	8,400	8,400	9,000	9,500	9,500	5,800	9,925	10,271	19.3%	1.7%
3010	Commerce Boulevard to White Mill Drive	5,200	5,700	8,500	5,000	6,500	5,900	7,403	10,752	20.6%	22.6%
3020	White Mill Drive to Belle Terre Parkway (S)	3,600	6,400	12,300	12,800	8,300	8,600	13,795	13,192	13.3%	-2.2%

CITY OF PALM COAST AVERAGE ANNUAL DAILY TRAFFIC (AADT)

Link		2008	2011	2013	2015	2017	2019	2021	2023	Avg. % Change in Traffic Volume (2019 to 2023). (Traffic Counts are conducted every two years)	Last 2 years: 2021 to 2023
Number	Link Description										
	Ravenwood Drive										
3911	White View Parkway to Rymfire Drive	2,200	4,200	4,500	4,800	5,200	5,100	5,194	5,939	4.1%	7.2%
	Royal Palms Parkway										
3200	US 1 to Rymfire Drive	4,200	4,000	5,400	6,300	6,600	6,200	6,753	7,140	3.8%	2.9%
3210	Rymfire Drive to Belle Terre Parkway	3,100	3,600	5,200	5,700	5,900	4,500	5,984	5,412	5.1%	-4.8%
3212	Belle Terre Parkway to Town Center Boulevard	-	2,100	7,000	8,000	8,300	9,400	9,872	8,824	-1.5%	-5.3%
	Rymfire Drive										
3215	Royal Palms Parkway to Ravenwood Drive	3,200	3,300	3,300	4,000	4,000	3,900	4,291	5,606	10.9%	15.3%
3225	Ravenwood Drive to Belle Terre Parkway	4,400	4,700	5,000	5,700	5,700	6,300	6,277	11,401	20.2%	40.8%
	Seminole Woods Parkway										
3325	SR 100 to Ulaturn Place	5,400	5,700	7,600	8,900	10,100	10,100	12,586	14,267	10.3%	6.7%
3300	Ulaturn Place to Citation Parkway	4,100	4,600	5,500	7,400	8,500	8,500	8,821	12,272	11.1%	19.6%
3310	Citation Parkway to Sesame Boulevard	2,700	4,500	4,000	4,500	5,200	5,200	4,998	4,536	-3.2%	-4.6%
3305	Sesame Boulevard to US 1	3,600	3,700	4,200	5,000	5,500	5,500	6,221	6,959	6.6%	5.9%
	Sesame Boulevard										
3320	Seminole Woods Parkway to terminus	3,300	1,100	1,300	1,000	1,300	1,500	3,820	6,170	77.8%	30.8%
	State Road 100										
3560	John Anderson Drive to Colbert Lane	14,500	16,500	17,500	20,300	21,100	21,100	21,311	23,062	2.3%	4.1%
3550	Colbert Lane to Tuscany Blvd.	13,500	17,500	18,200	21,200	22,600	19,700	23,670	24,630	6.3%	2.0%
3540	Tuscany Blvd. to Old Kings Road	13,500	17,500	18,500	21,800	22,500	20,600	14,960	24,346	4.5%	31.4%
3530	Old Kings Road to I-95	21,000	23,000	25,700	27,700	31,100	31,100	18,692	27,565	-2.8%	23.7%
3525	I-95 to Memorial Medical Parkway	18,500	27,500	31,200	30,700	27,900	27,900	38,895	37,732	8.8%	-1.5%
3520	Memorial Medical Pkwy to Seminole Woods Parkway	18,500	25,000	28,400	28,900	28,200	28,000	32,796	34,523	5.8%	2.6%
3515	Seminole Woods Pkwy to Bulldog Drive	18,000	23,000	27,000	27,400	28,100	28,100	34,399	34,279	5.5%	-0.2%
3510	Bulldog Drive to Landings Blvd.	19,500	24,500	29,700	29,500	26,900	26,900	34,484	32,283	5.0%	-3.2%
3505	Landings Blvd. to Belle Terre Parkway	19,500	23,500	26,100	25,000	25,800	25,800	31,566	28,600	2.7%	-4.7%
3500	Belle Terre Parkway to Palm Coast City Limits	11,500	16,000	17,900	19,600	17,200	17,200	22,630	32,025	21.5%	20.8%
	Town Center Blvd.										
4100	SR 100 to Hospital Drive	-	4,400	3,800	5,400	5,600	5,600	6,299	7,242	7.3%	7.5%
4110	Hospital Drive to Central Avenue	-	5,400	4,000	5,100	5,800	5,800	6,988	7,129	5.7%	1.0%
4120	Central Avenue to Lake Avenue	-	3,800	4,400	5,100	5,700	8,400	5,365	6,810	-4.7%	13.5%
4130	Lake Avenue to Royal Palm Parkway	-	3,500	4,300	5,000	5,400	6,300	3,727	6,409	0.4%	36.0%
4140	Royal Palm Parkway to Old Kings Road	-	5,400	6,900	7,800	9,500	10,000	9,949	10,206	0.5%	1.3%
	US1 (SR5)										
3700	St. Johns County Line to Old Kings Road	9,100	9,400	11,300	12,300	11,800	12,000	14,957	13,684	3.5%	-4.3%
3702	Old Kings Road to Matanzas Woods Parkway	7,900	8,100	10,000	9,700	10,400	11,900	13,876	15,505	7.6%	5.9%
3705	Matanzas Woods Parkway to Palm Coast Parkway	7,300	7,600	8,900	10,000	10,200	10,200	12,392	18,687	20.8%	25.4%
3710	Palm Coast Parkway to White View Parkway	12,500	11,500	13,000	14,600	15,500	11,700	18,915	20,783	19.4%	4.9%
3720	White View Parkway to Royal Palms Parkway	12,500	12,000	14,400	15,300	15,700	12,800	22,366	22,118	18.2%	-0.6%
3725	Royal Palms Parkway to Espanola Road	14,500	15,500	15,200	17,200	18,100	18,800	23,960	24,367	7.4%	0.8%
101	Palm Coast City Limit to Belle Terre Parkway	10,500	15,000	10,200	11,600	11,700	14,100	15,577	14,567	0.8%	-3.2%
3750	Belle Terre Parkway to CR 304	13,500	15,000	12,700	13,300	13,500	14,000	17,288	17,288	5.9%	0.0%
3755	CR 304 to Seminole Woods Parkway	14,000	18,500	12,700	14,600	13,300	12,900	14,590	19,314	12.4%	16.2%
235	Seminole Woods Parkway to Palm Coast City Limit	15,500	16,500	13,400	15,300	15,400	15,500	19,259	18,084	4.2%	-3.1%
	White Mill Drive										
3915	Pine Lakes Parkway to White View Parkway	2,400	3,000	3,300	3,600	4,100	4,000	4,439	5,014	6.3%	6.5%
	White View Parkway										
3920	US 1 to White Mill Drive	5,400	5,000	5,300	5,700	6,500	6,600	7,289	8,964	9.0%	11.5%
3910	White Mill Drive to Belle Terre Parkway	4,700	6,300	6,100	6,400	7,600	6,800	8,156	8,446	6.1%	1.8%
3900	Belle Terre Parkway to Pritchard Drive	1,700	2,800	2,900	3,400	3,800	4,000	2,563	8,277	26.7%	111.5%

Rita Merhi

From: donotreply_cdp@palmcoastgov.com
Sent: Monday, January 12, 2026 9:59 AM
To: Rita Merhi
Subject: AR Reviews Completed - AR #: 6499

City of Palm Coast Notification -DO NOT REPLY AR Reviews Completed - AR #: 6499

All reviews have been completed. If a resubmittal is required, a comment letter will be forthcoming. If approved, a DO will be forthcoming or application hearings will be scheduled soon.

App Request (6499)
App Req Code: TRME - TRAFFIC METHODOLOGY Review Status: REVIEWED

Project Nbr: 2025110012
Proj Name: RED MILL POINTE TM
Proj Type:
App Req Nbr: 6499
App Code: TRME
App Cd Desc: TRAFFIC METHODOLOGY
Applicant: RITA MERHI
Owner: STEPHEN HARRIS
App Status: PENDING
Review Stat: IN REVIEW
App Desc: RED MILL POINTE
Planner:
Folio Nbr:

You can follow the application at: https://www.palmcoastgov.com/government/planning/online-app

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

RESPONSE TO CITY OF PALM COAST COMMENTS
RED MILL POINTE 1 TRAFFIC IMPACT ANALYSIS METHODOLOGY

The following is our response to the City of Palm Coast's comments dated December 2, 2025, regarding the TIA Methodology for the Red Mill Pointe 1, located on Red Mill Drive to the west of Rymfire Drive. The comments are listed first in **bold** followed by our responses.

Comment 1. Distribution is tentatively accepted but will confirm once turning movement counts are collected at nearby identified intersections.

Response – Acknowledged, will document traffic counts in TIA.

Comment 2. Please use local data and not FDOT online data for growth and or traffic data counts. The City just finished Citywide traffic data counts and will have it available in January so please use the City's 2025 traffic data.

Response – Acknowledge, please provide the City's 2025 traffic data report.

Comment 3. The area is mostly build-out so such growth number as indicated up to 9.51% is not acceptable. Please use the City's traffic counts data for historical growth.

Response – Acknowledged, please provide the City's 2025 traffic data report

Comment 4. As indicated that you came up with an average growth rate of 6.17% per year so you concluded growth factor of 1.617% is incorrect. Please correct this growth factor.

Response – Acknowledged, revised typo, but will utilize local data as requested. Please provide the City's 2025 traffic data report. See revised TIA methodology.

Comment 5. For background growth, you can use historical growth rate or use our vested trips as provided in our Transportation Facility Status Report.

Response – Acknowledged, will utilize whichever is higher of the two scenarios. Please confirm that the Transportation Facility Status Report dated May 19, 2024, is the latest version. If not, please provide the most current version.

Comment 6. Intersection at Red Mill Drive and Reston Place is not needed to evaluate. All other intersections listed are relevant to evaluate.

Response – Acknowledged, see revised TIA methodology.

Comment 7. Please revise and resubmit TM.

Response – Acknowledged, see revised TIA methodology.

city of PALM COAST

Community Development Department
Planning Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3736

December 2, 2025

RE: **Comment Letter for Project Name , RED MILL POINTE TM**
Application: 6499

Dear Ms. MERHI,

Thank you for your recent submittal. Staff has reviewed your submittal, however due to comments noted below, the plans cannot be approved at this time.

Kindly submit revised plans to show the following changes:

PLTR - PLANNING TRANSPORTATION/CONCURRENCY
Comments:
Held By: PHONG NGUYEN - (386)986-3779 - PNGUYEN@PALMCOASTGOV.COM
1) Distribution is tentatively accepted but will confirm once turning movement counts are collected at nearby identfified intersections.
2) Please use local data and not FDOT online data for growth and or traffic data counts. The City just finished Citywide traffic data counts and will have it available in January so please use the City's 2025 traffic data counts as the basis.
3) The area is mostly build-out so such growth number as indicated upto 9.52% is not acceptable. Please use the City's traffic counts data for historical growth.
4) As indicated that you came up with an average growth rate of 6.17% per year so you concluded growith factor of 1.617% is incorrect. Please correct this growth factor.
5) For background growth, you can use historical growth rate or use our vested trips as provided in our Transportation Facility Status Report.
6) Intersection at Red Mill Drive and Reston Place is not needed to evaluate. All other intersections listed are relevant to evaluate.
7) Please revise and resubmit TM.

If you have any questions concerning the comments noted, please contact me at 386-986-3779.

Sincerely,

Phong Nguyen,
Planning Manager/Project Manager

TO: Phong Nguyen, Planning Manager/ Project Manager
City of Palm Coast

FROM: Turgut Dervish, P.E.
R. Jay Davoll, P.E.

DATE: January 5, 2026

RE: Red Mill Pointe 1
Traffic Impact Analysis Methodology - Revised
TPD No. 5537.1

The following is our proposed traffic study methodology for the above-referenced development project in Palm Coast for your review:

1) Proposed Development

The proposed residential development will consist of 216 multi-family dwelling units. **Figure 1** depicts the location of the project site and the area roadways. Access to the site will be via two full access connections on Red Mill Drive. **Figure 2** provides the preliminary site plan. The development is anticipated to be completed by 2028.

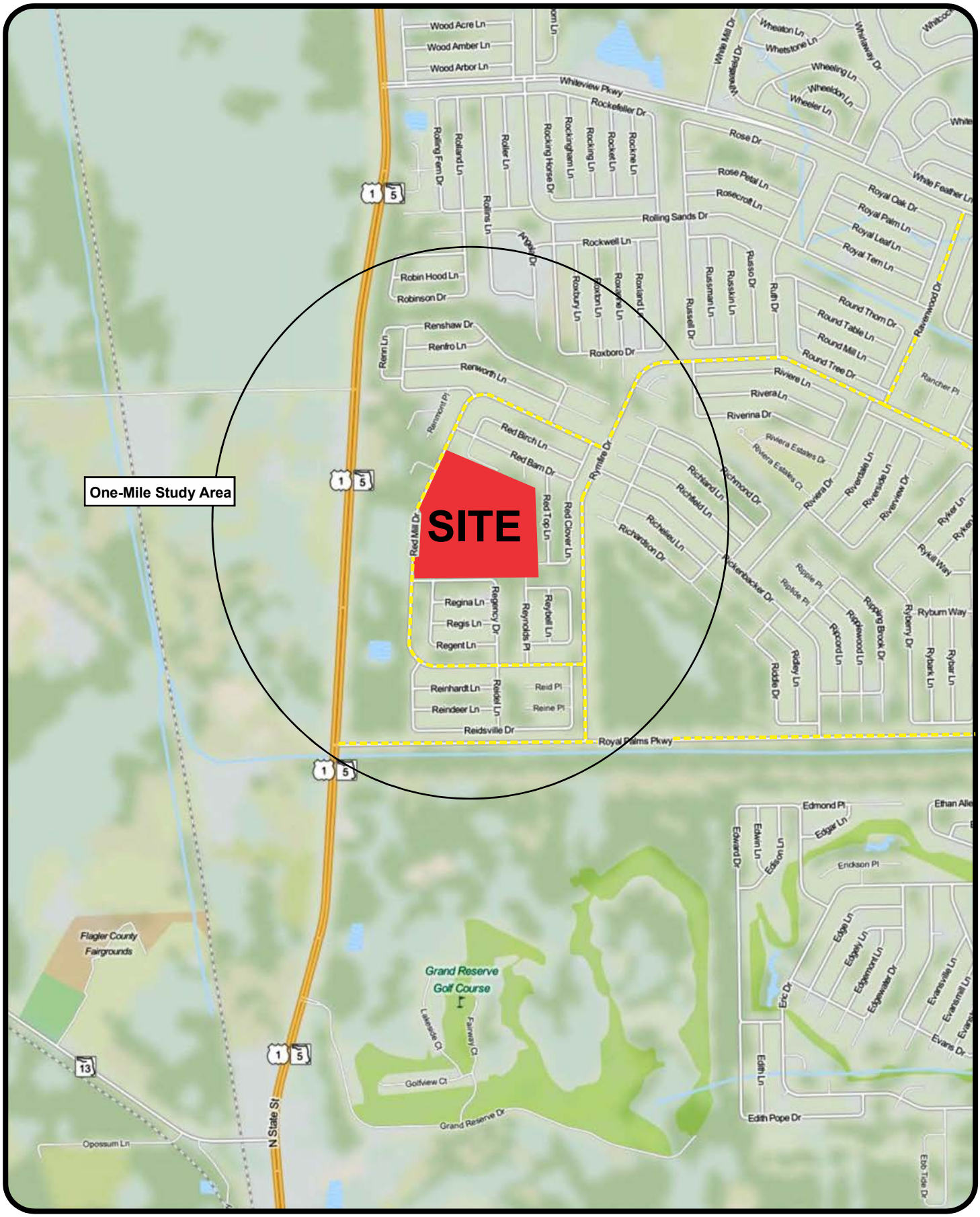
2) Trip Generation

Table 1 provides a summary of the trip generation for the proposed development. Trip generation rates were obtained from *the Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition*. As shown in the table, the proposed development is estimated to generate 1,337 daily trips, of which 89 will occur in the A.M. peak hour and 111 in the P.M. peak hour. Copies of the ITE trip generation sheets are included in **Attachment A.**

Table 1
Trip Generation Summary

ITE Code	Land Use	Size	Daily		A.M. Peak Hour				P.M. Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
220	Multi-Family (Apartments/Townhomes)	216 DU[1]	6.19	1,337	0.41	21	68	89	0.514	69	42	111
Total			**--**	**1,337**	**--**	**21**	**68**	**89**	**--**	**69**	**42**	**111**

[1]*DU = Dwelling Unit*

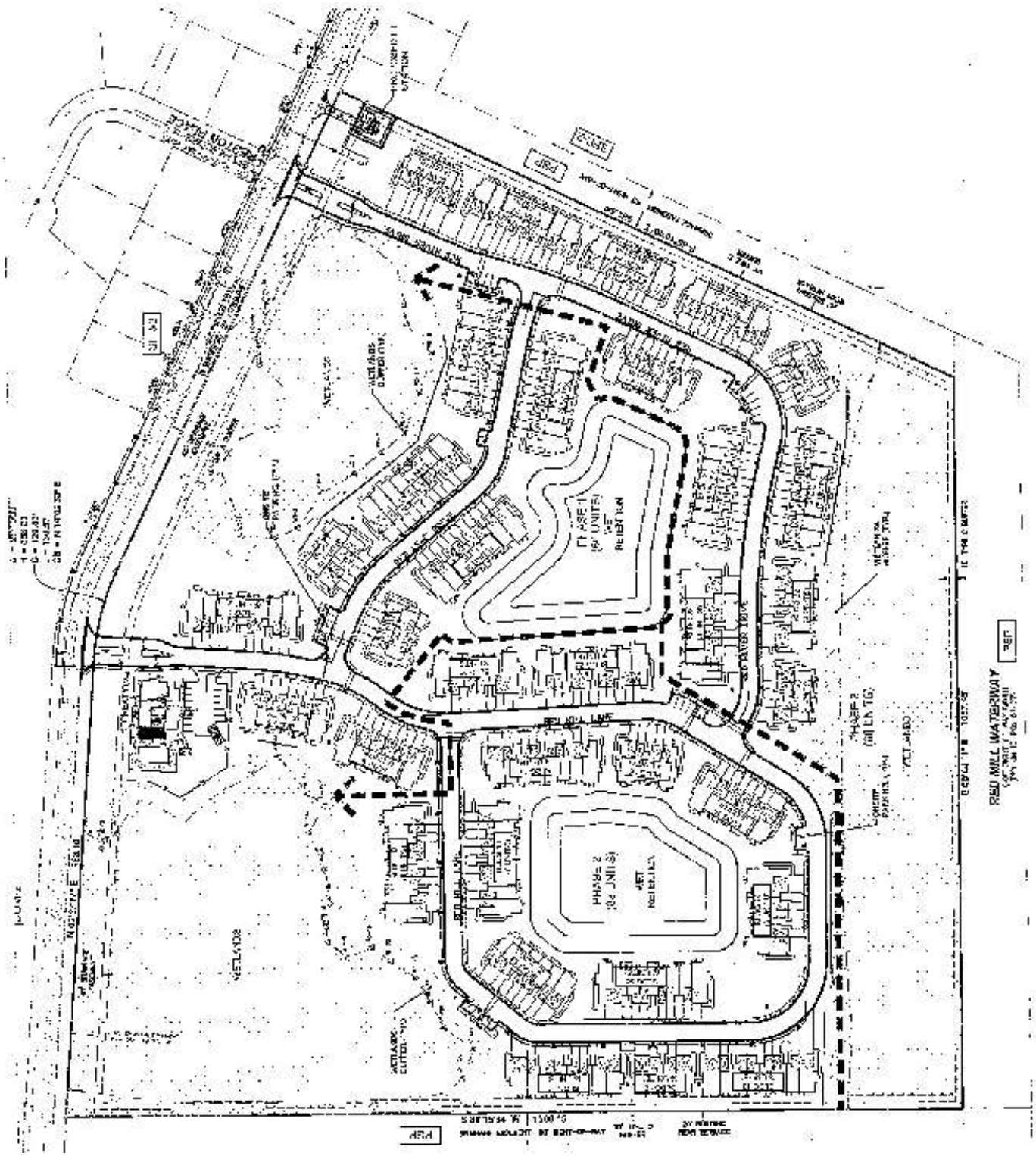


Red Mill Point
Project № 5537.1

Figure 1
Page 2

Site Location

N
NTS



Red Mill Point
Project № 5537.1

Figure 2
Page 3

Site Plan

N
NTS

3) Trip Distribution

The trip distribution pattern was estimated using the *Central Florida Regional Planning Model* (CFRPM), version 7. A Selected Zone Analysis (SZA) was conducted by modifying the 2035 interim year model network to include a Traffic Analysis Zone (TAZ) representing the proposed project and the model's socio-economic data was updated to reflect the proposed project buildout. The project distribution in the model output was manually adjusted for reasonableness using engineering judgement and proposed access to the site. This adjusted distribution pattern is depicted in **Figure 3** and the model plot outputs are provided in **Attachment B**. Utilizing this distribution, the development project trips will be assigned to the area roadways.

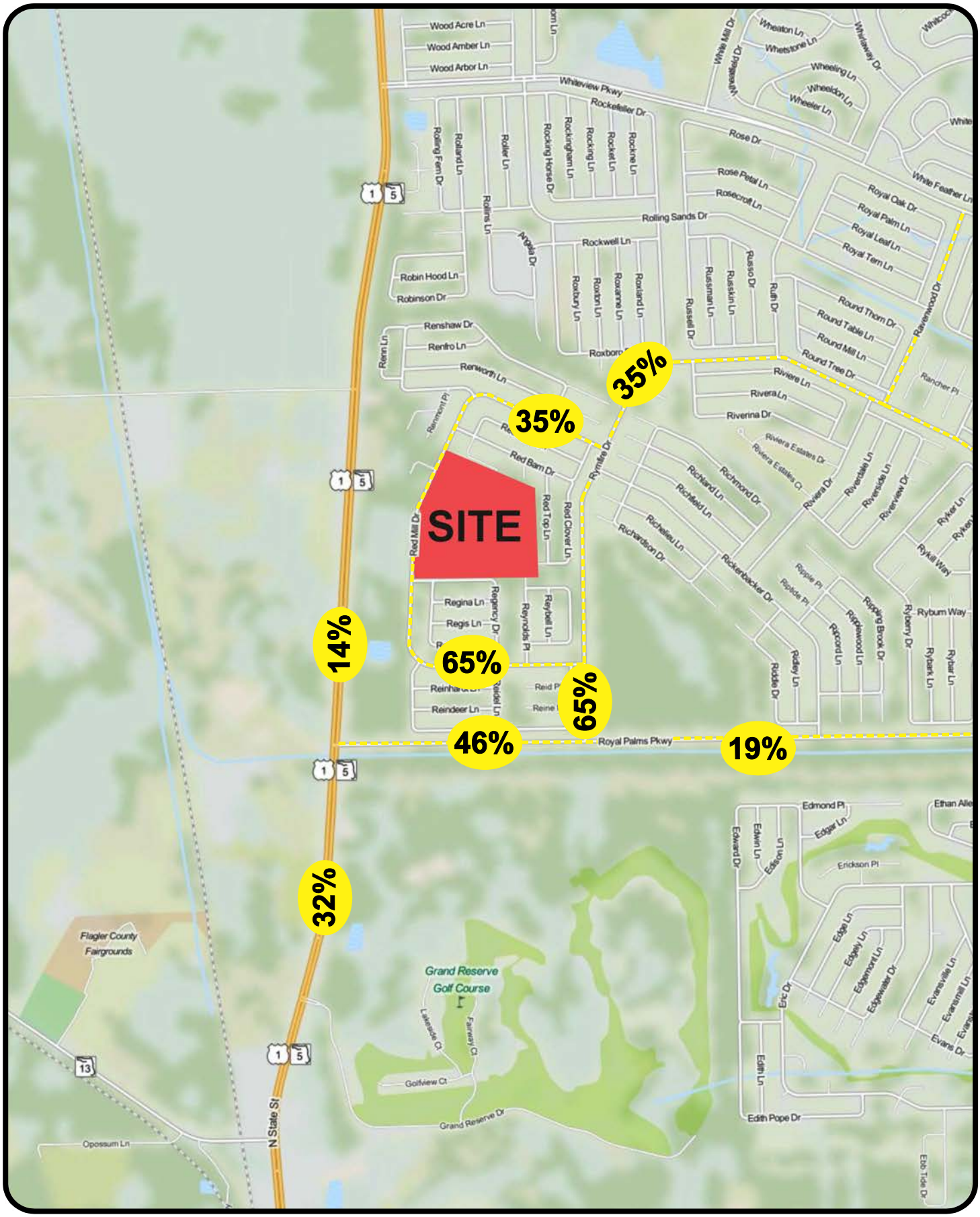
4) Study Area as per the City TIS Guidelines

The proposed development consists of a residential subdivision with 216 multi-family dwelling units. Based upon its peak hour generation, this residential subdivision will require a one-mile study area.

The roadway segments to which site has direct connections and all roadways listed in the Transportation Facility Status Report that are within the one-mile radius are to be included in the study. A significance analysis was conducted as shown in **Table 2** to determine if the study area should be expanded beyond the 1.0-mile impact area. Based on this analysis, the study area will not be expanded beyond the one-mile impact area.

Table 2
Significance Analysis

Seg ID	Roadway Segment	# of Lns	Area Type	Adopted		Project Trip		% Significant
				LOS	PH 2-Way Capacity	%	Volume	
Rymfire Drive								
3215	Royal Palms Pkwy to Ravenwood Dr	2L	Collector UFH	D	2,170	65%	72	3.32%
Royal Palms Parkway								
3200	US 1 to Rymfire Dr	2L	Arterial Class 1	D	1,600	46%	51	3.19%
3210	Rymfire Dr to Belle Terre Blvd	2L	Arterial Class 1	D	1,600	19%	21	1.31%
US1 (SR5)								
3720	White View Pkwy to Royal Palm Pkwy	4LD	Arterial State Class 1	D	3,580	32%	36	1.01%
3725	Royal Palm Pkwy to Espanola Rd	4LD	Arterial State Class 1	D	3,580	14%	16	0.45%
Ravenwood Drive								
3911	White View Pkwy to Rymfire Dr	2L	Collector UFH	D	2,170	35%	39	1.80%



Red Mill Point
Project № 5537.1

Figure 3
Page 5

Project Trip Distribution

N
NTS

5) Traffic Analysis

The traffic analysis will be conducted for the classified roadways within the study area and major intersections. The analysis will be conducted for existing and projected conditions for the following roadways/intersections:

Roadways:

- Rymfire Drive
  Royal Palms Parkway to Ravenwood Drive

- Royal Palms Parkway
  US 1 to Rymfire Drive
  Rimfire Drive to Belle Terre Boulevard

- US 1 (SR 5)
  White View Parkway to Royal Palm Parkway
  Royal Palm Parkway to Espanola Road

Intersections:

- Rymfire Drive and Red Mill Drive North
- Rymfire Drive and Red Mill Drive South
- Rymfire Drive and Royal Palms Parkway
- US 1 and Royal Palms Parkway
- Red Mill Drive and Site Entrances

The roadway segments will be analyzed for the P.M. peak hour conditions utilizing data provided by the city and/or collected in the field. The roadway segments will be analyzed by comparing the peak hour volumes of each segment with the corresponding capacity of the adopted LOS standard. The intersections will be analyzed utilizing A.M./P.M. peak hour traffic counts obtained in the field in accordance with the procedures of the Highway Capacity Manual. HCS and/or Synchro Software will be used in the analysis.

To determine projected traffic conditions for use in the analysis, existing traffic volumes will be for the project's buildout year with the use of growth factors determined from historical trends analysis of existing traffic volumes. Utilizing FDOT on-line traffic count data on Rymfire Drive and Royal Palms Parkway revealed growth rate ranging from 2.82% to 9.52%. Therefore, the average growth rate was 6.17% per year. Copies of the Trend Analysis worksheets utilizing FDOT counts are provided in **Attachment C.** However, the City of Palm Coast requested that local data be used for determining the growth rate, so the City's 2025 Traffic Data Counts will be utilized and the growth rate document in the TIA.

The study roadways and intersections for the projected conditions will be analyzed similar to existing conditions.

6) Major Traffic Review Report

A traffic report will be prepared as per the City's TIA guidelines addressing the project's trip generation/distribution characteristics and its impact area. The report will also provide:

- An analysis of roadway links within the project impact area of one mile (existing and projected).
- An analysis of the study intersections as per the Highway Capacity Manual (existing and projected).
- Identification of needed improvements to segments and intersection in the study area.
- Review/Identification of turn lanes needed at the proposed access connection.

Please contact us at 407-628-9955 if you have questions or need additional information.

Attachment A

ITE Trip Generation Sheets

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

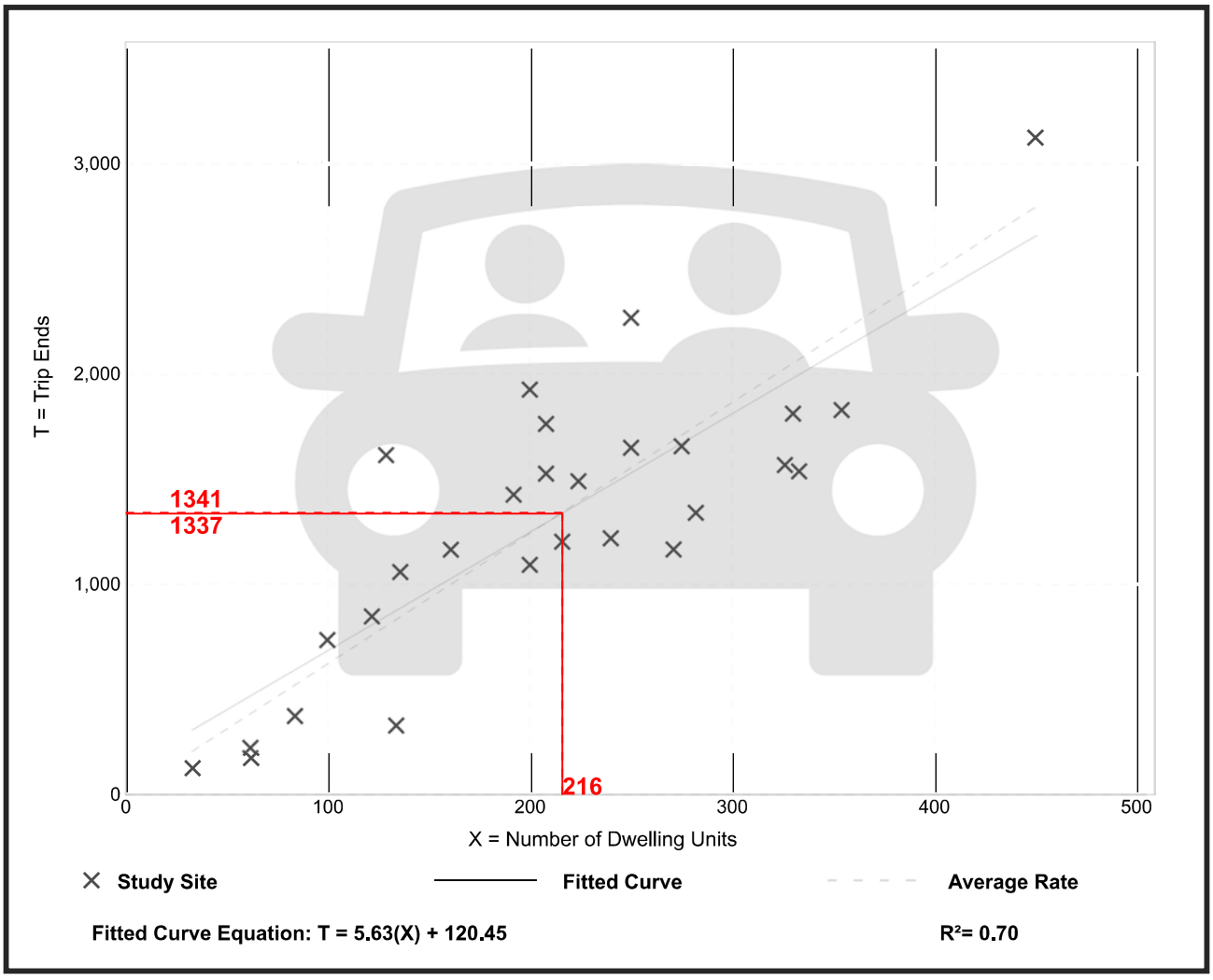
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 28
Avg. Num. of Dwelling Units: 208
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.21	2.46 - 12.50	1.87

Data Plot and Equation



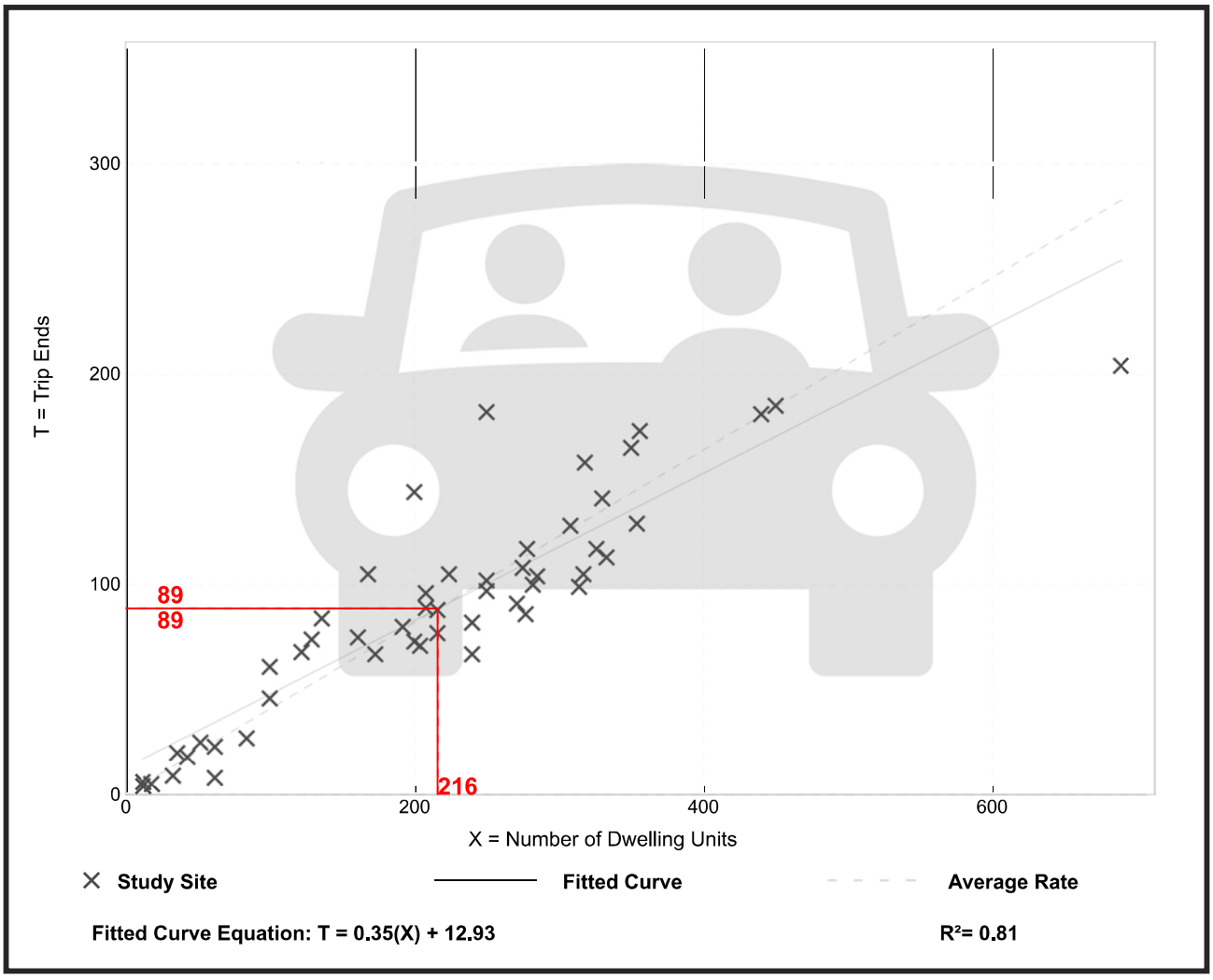
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 51
Avg. Num. of Dwelling Units: 219
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.41	0.13 - 0.73	0.10

Data Plot and Equation



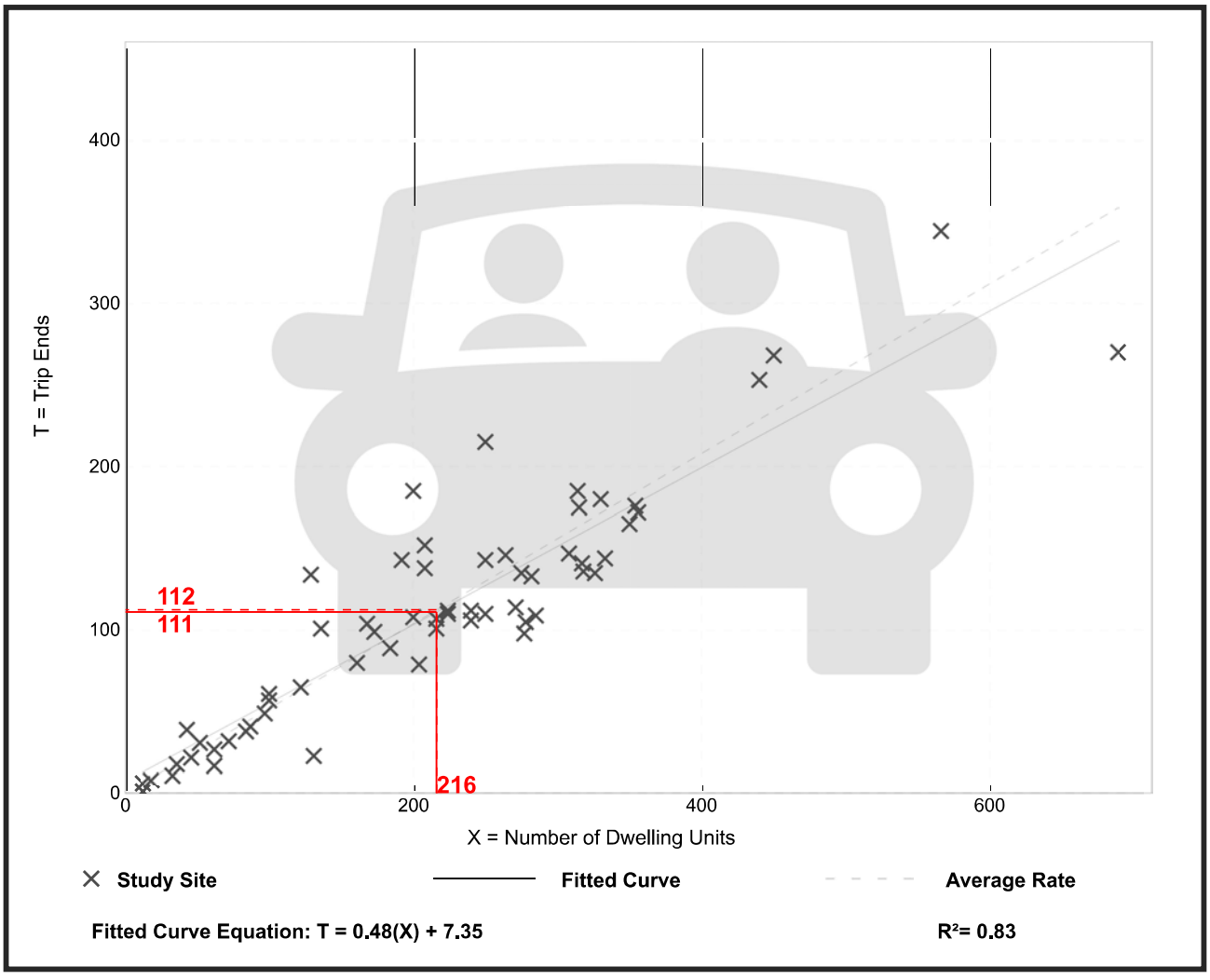
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 61
Avg. Num. of Dwelling Units: 215
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Dwelling Unit

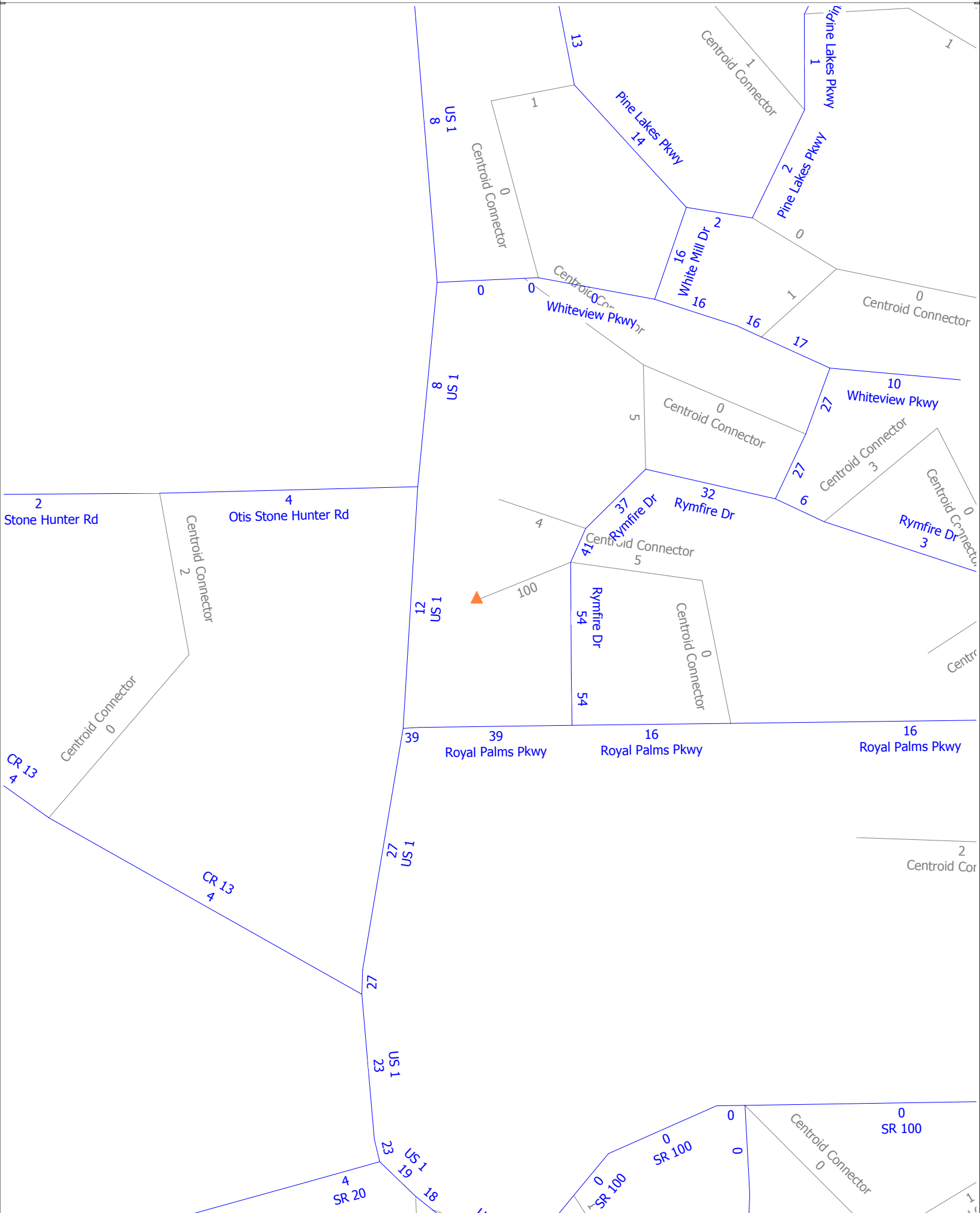
Average Rate	Range of Rates	Standard Deviation
0.52	0.08 - 1.04	0.13

Data Plot and Equation

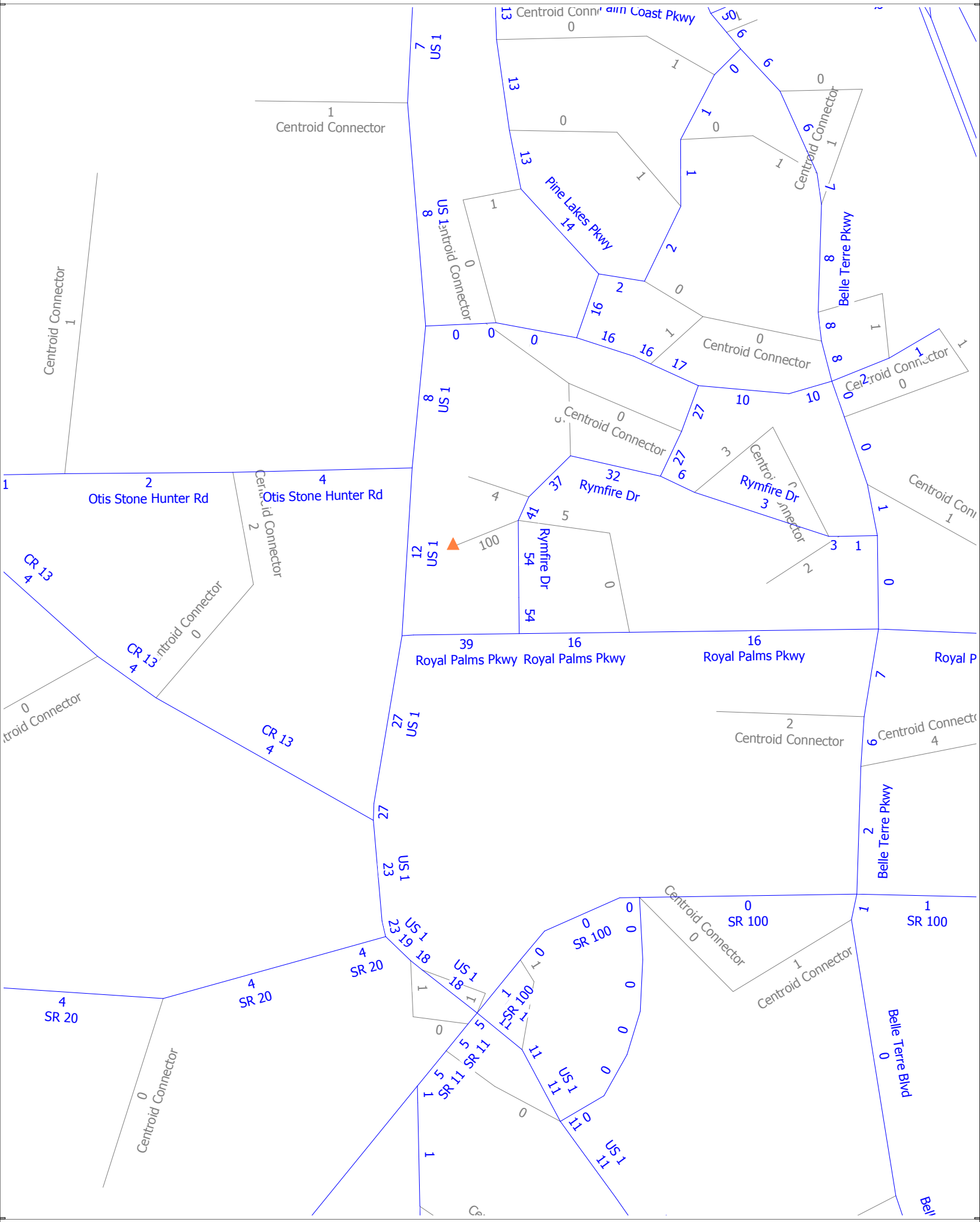


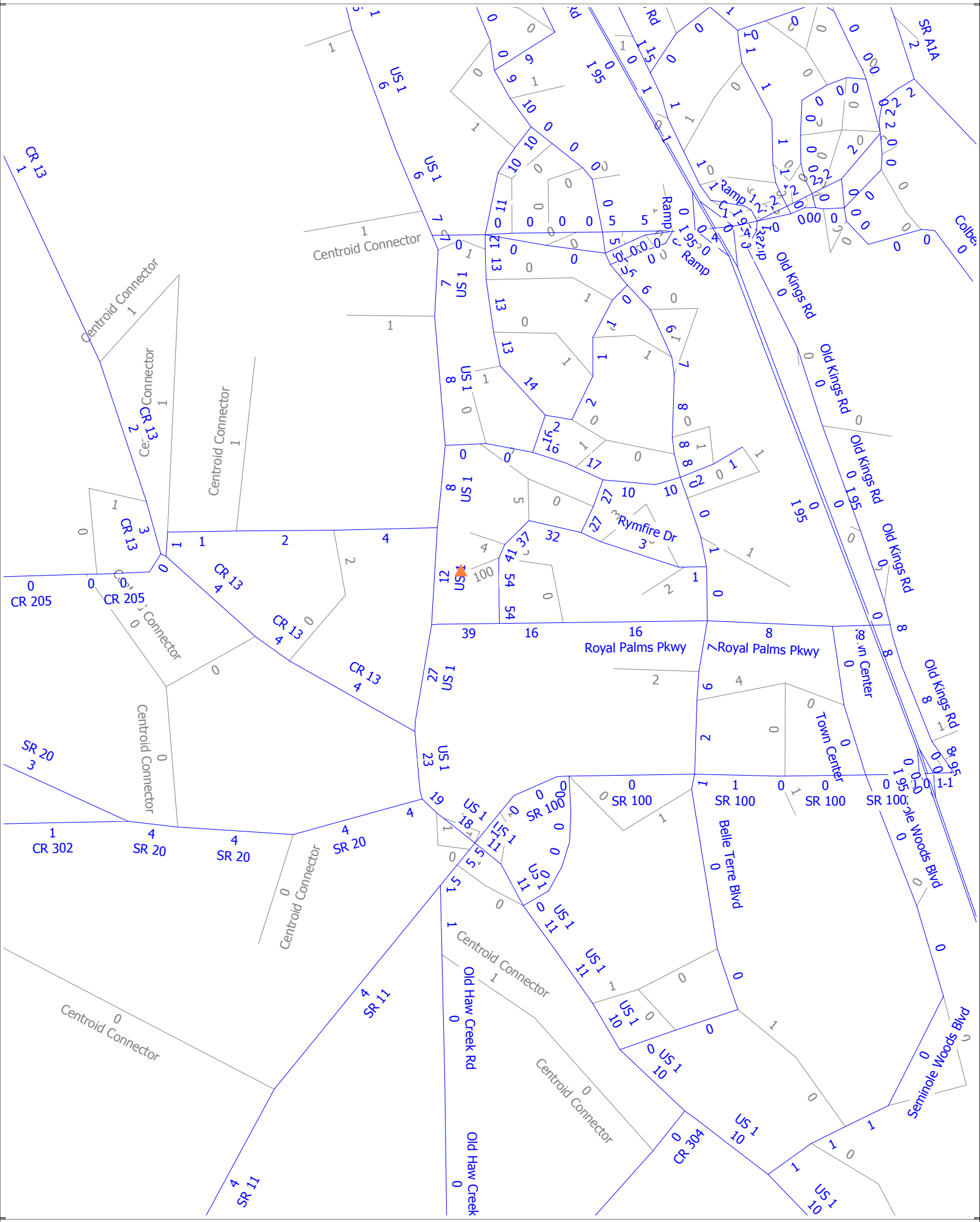
Attachment B

Model Printouts



cube (Licensed to Traffic Planning and Design)


Centroid Connector
Pine Lakes Pkwy
Belle Terre Pkwy
US 1
Rymfire Dr
Otis Stone Hunter Rd
CR 13
Royal Palms Pkwy
SR 20
SR 100
SR 11
Belle Terre Blvd


CR 13
US 1
Centroid Connector
Ramp
I 95
Old Kings Rd
SR A1A
Rymfire Dr
Royal Palms Pkwy
Town Center
Belle Terre Blvd
Seminole Woods Blvd
Old Haw Creek Rd
CR 205
CR 302
SR 20
SR 100
SR 11
CR 304

Attachment C

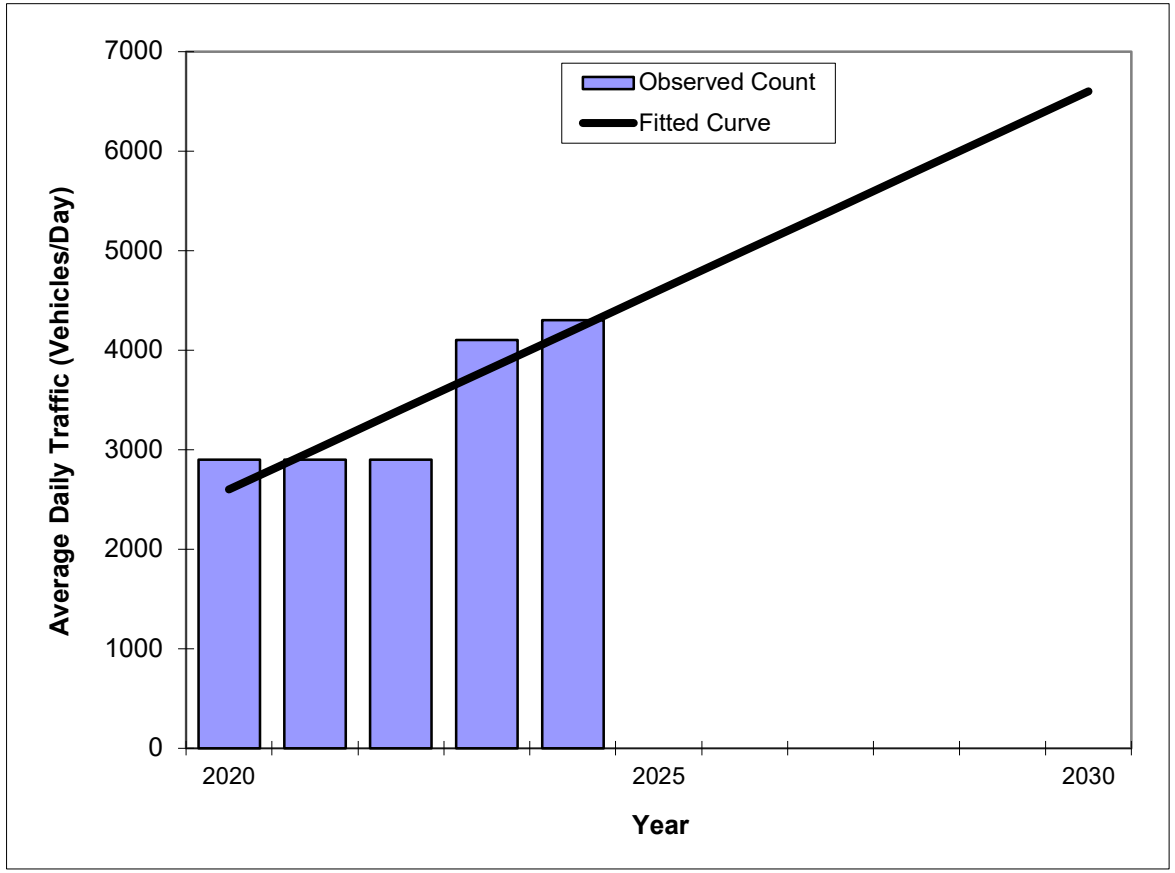
Trends Analysis Worksheet

Traffic Trends - V3.0

Rymfire Drive -- Royal Palms Pkwy to Belle Terre Pkwy

FIN#	1234
Location	1

County:	Flagler (73)
Station #:	738014
Highway:	Rymfire Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2020	2900	2600
2021	2900	3000
2022	2900	3400
2023	4100	3800
2024	4300	4200
2028 Opening Year Trend		
2028	N/A	5800
2029 Mid-Year Trend		
2029	N/A	6200
2030 Design Year Trend		
2030	N/A	6600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	400
Trend R-squared:	78.13%
Trend Annual Historic Growth Rate:	15.38%
Trend Growth Rate (2024 to Design Year):	9.52%
Printed:	20-Oct-25

Straight Line Growth Option

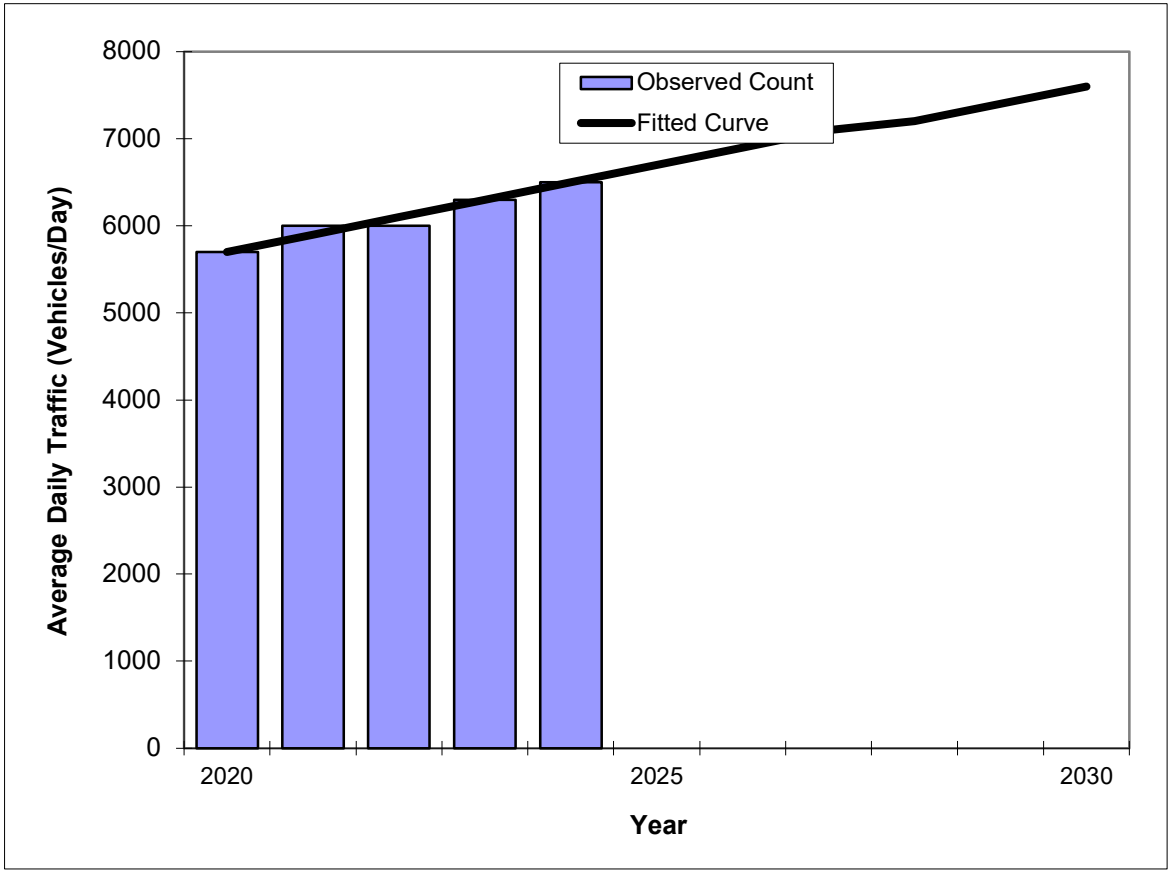
***Axle-Adjusted**

Traffic Trends - V3.0

ROYAL PALMS Parkway -- US 1 to Belle Terre Pkwy

FIN#	1234
Location	1

County:	Flagler (73)
Station #:	738007
Highway:	ROYAL PALMS Parkway



Year	Traffic (ADT/AADT) Count*	Trend**
2020	5700	5700
2021	6000	5900
2022	6000	6100
2023	6300	6300
2024	6500	6500
2028 Opening Year Trend		
2028	N/A	7200
2029 Mid-Year Trend		
2029	N/A	7400
2030 Design Year Trend		
2030	N/A	7600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	190
Trend R-squared:	95.00%
Trend Annual Historic Growth Rate:	3.51%
Trend Growth Rate (2024 to Design Year):	2.82%
Printed:	20-Oct-25

Straight Line Growth Option

***Axle-Adjusted**

APPENDIX B

Transportation Facility Status Report, Published May 19, 2024

Transportation Facility Status Report

Published May 19, 2024

Citywide Traffic Counts Fall 2023 / Vested trips through December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Belle Terre Parkway																							
1200	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	**D**	C	C
1205	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
		Segment Length:		3.90																				
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	22,150	0.0878	1,945	271	2,216	*	**	3,420	3,580	***	**D**	C	C
1225	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								21,694	0.0826	1,792	363	2,155							C	C
1230	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
		Segment Length:		0.62																				
1240	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	**D**	C	C
1245	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
		Segment Length:		5.06																				
	Belle Terre Blvd.																							
1263	SR 100 to Zebulas Trail	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	**D**	C	C
1265	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270	Zaun Trail to Citation Parkway			1.37								5,297	0.0967	512	167	679							B	B
1275	Citation Parkway to US 1			1.31								4,301	0.106	456	184	640							B	B
		Segment Length:		3.73																				
	Bird of Paradise Drive																							
2420	Matanzas Woods Parkway to Birchwood Drive	Collector	UFH	1.31	2	No	n.a.	n.a.	n.a.	n.a.	30	4,494	0.1362	612	0	612	*	770	1,530	2,170	2,990	**D**	B	B
2430	Birchwood Drive to Belle Terre Parkway			1.01								7,069	0.1019	720	0	720							B	B
		Segment Length:		2.32																				
	Bulldog Drive																							
4300	SR 100 to Central Avenue	Collector	Class 2	0.54	2	No	No	No	1	1.11	25	5,384	0.1635	880	84	964	*	**	660	1,330	1,410	**D**	C	C
4310	Central Avenue to Lake Avenue			0.28								1386	0.127	176	0	176								
4320	Lake Avenue to terminus			0.08																				
		Segment Length:		0.90																				
	Central Avenue																							
4400	Belle Terre Parkway to Market Avenue	Collector	Class 2	0.35	4	Yes	Yes	No	2	2.90	25	4,233	0.1288	545	292	837	*	**	1,310	2,920	3,040	**D**	C	C
4410	Market Avenue to Lake Avenue			0.11								4,777	0.1398	668	292	960							C	C
4420	Lake Avenue to Landings Blvd.			0.23								5,804	0.096	557	215	772							C	C
		Segment Length:		0.69																				
4430	Landings Blvd to Park Street	Collector	Class 2	0.33	2	no	no	no	0	0.00	20	4,712	0.1452	684	292	976	*	**	660	1,330	1,410	**D**	D	D
4440	Park Street to Bulldog Drive			0.16								4,543	0.1453	660	292	952							C	D
4450	Bulldog Drive to Brookhaven Drive			0.29								3,084	0.1401	432	292	724							C	D
4460	Brookhaven Drive to Town Center Blvd.			0.41								3,084	0.1401	432	292	724							C	D
		Segment Length:		1.19																				
	Citation Parkway																							
3312	Belle Terre Parkway to Laguna Forest Lane	Collector	UFH	0.77	2	No	n.a.	n.a.	n.a.	n.a.	35	1,687	0.1067	180	0	180	*	770	1,530	2,170	2,990	**D**	B	B
~~3315~~	~~Seminole Woods Parkway to Sesame Boulevard~~			0.41							40	~~1,564~~	~~0.089~~	~~139~~	~~0~~	~~139~~								
		Segment Length:		1.18																				
	Club House Drive																							
1300	Palm Harbor Parkway to Palm Coast Parkway (WB)	Collector	Class 2	1.65	2	No	Yes	No	1	0.56	35	4,825	0.0895	432	80	512	*	**	660	1,330	1,410	**D**	C	C
1310	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.15								3,293	0.102	336	78	414							C	C
		Segment Length:		1.80																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Colbert Lane																							
3105	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 2	0.20							30	4,167	0.1056	440	9	449	*	**	660	1,330	1,410		C	C
3110	Palm Coast Parkway (EB) to Waterside Parkway (N)			1.70							45	9,199	0.1061	976	6	982							C	C
3120	Waterside Parkway (N) to Waterside Park (S)	Arterial		1.40	2	No	n.a.	n.a.	n.a.	n.a.		5,191	0.0955	496	1	497						**D**	B	B
3125	Waterside Park (S) to South Park Road		UFH	0.60							55	5,788	0.1071	620	1	621	*	770	1,530	2,170	2,990		B	B
3130	South Park Road to Roberts Road			1.87								6,371	0.086	548	1	549							B	B
3135	Roberts Road to SR 100			1.29								4,289	0.1007	432	1	433							B	B
			Segment Length:	7.06																				
	Cypress Point Parkway																							
4200	Belle Terre Parkway to Pine Cone Drive			0.22								18,853	0.0893	1,684	65	1,749							D	D
4205	Pine Cone Drive to Cypress Edge (S)	Arterial	Class 2	0.29	4	Yes	Yes	No	3	3.80	35	17,801	0.0854	1,520	65	1,585	*	**	1,310	2,920	3,040	**D**	D	D
4210	Cypress Edge (S) to Cypress Edge (N)			0.16								17,801	0.0854	1,520	65	1,585							D	D
4215	Cypress Edge (N) to Palm Coast Parkway			0.12								20,966	0.0914	1,916	65	1,981							D	D
			Segment Length:	0.79																				
	Farmsworth Drive																							
2716	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.90	2	No	n.a.	n.a.	n.a.	n.a.	30	2,376	0.1061	252	0	252	*	**	600	1,200	1,270	**D**	C	C
	Farragut Drive																							
2717	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.97	2	No	n.a.	n.a.	n.a.	n.a.	30	1,045	0.0995	104	0	104	*	**	600	1,200	1,270	**D**	C	C
	Fleetwood Drive																							
2714	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.94	2	No	n.a.	n.a.	n.a.	n.a.	30	2,329	0.0962	224	0	224	*	**	600	1,200	1,270	**D**	C	C
	Florida Park Drive																							
2090	Palm Harbor Parkway to Forest Hill Drive			0.32								5,055	0.0942	476	27	503							C	C
2100	Forest Hill Drive to Fleetwood Drive			0.64								7,122	0.091	648	24	672							C	D
2105	Fleetwood Drive to Farragut Drive	Collector	Class 1	0.25	2	No	Yes	No	1	0.52	30	7,122	0.091	648	24	672	*	**	660	1,330	1,410	**D**	C	D
2110	Farragut Drive to Palm Coast Parkway (WB)			0.63								9,172	0.0925	848	25	873							D	D
2120	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.08								5,066	0.1003	508	67	575							C	C
			Segment Length:	1.92																				
	Forest Grove Drive																							
4000	Old Kings Road (W) to Old Kings Road (E)	Collector	Class 2*	0.59	2	No	n.a.	n.a.	n.a.	n.a.	30	1,704	0.1713	292	0	292	*	**	600	1,200	1,270	**D**	C	C
~~4010~~	~~Old Kings Road (E) to Palm Harbor Parkway~~			0.41								~~0~~	~~0.094~~	———	~~289~~	~~289~~								
			Segment Length:	1.00																				
	Frontier Drive																							
2712	Old Kings Road (E) to Palm Harbor Parkway	Collector	Class 2*	1.14	2	No	n.a.	n.a.	n.a.	n.a.	30	3,657	0.1072	392	0	392	*	**	600	1,200	1,270	**D**	C	C
	Hargrove Grade Road																							
3707	US 1 to RR Xing	Collector	Class 2*	1.00	2	No	n.a.	n.a.	n.a.	n.a.	35	3,304	0.1501	496	0	496	*	**	600	1,200	1,270	**D**	C	C
	I-95 (SR 9)																							
251	Palm Coast City Limit to Palm Coast Parkway			7.64								66,798	0.131	8,751	25	8,776							D	D
292	Palm Coast Parkway to SR 100	Arterial	Freeway	5.80	6	Yes	n.a.	n.a.	n.a.	n.a.	70	78,040	0.106	8,272	329	8,601	*	6,130	8,370	10,060	11,100	**C**	C	D
255	SR 100 to Old Dixie Highway			5.26								78,768	0.132	10,397	312	10,709							D	E
			Segment Length:	18.70																				
	Lakeview Boulevard																							
3925	London Drive to Matanzas Woods Parkway	Collector	UFH	1.33	2	No	n.a.	n.a.	n.a.	n.a.	n.a.	5,008	0.0926	464	0	464	*	770	1,530	2,170	2,990	**D**	B	B

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Landings Blvd.																							
4500	SR 100 to Central Avenue	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4510	Central Avenue to Lake Avenue			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Lake Avenue																							
4550	Market Avenue to Landings Blvd.	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4560	Landings Blvd.to City Place Drive			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4570	City Place Drive to Town Center Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Market Avenue																							
4600	Belle Terre Parkway to Central Avenue	Collector	UFH	0.28	2	No	n.a.	n.a.	n.a.	n.a.	25	2,990	0.103	308	0	308	*	770	1,530	2,170	2,990	**D**	B	B
4610	Central Avenue to Lake Avenue													-	0	-								
		Segment Length:		0.28																				
	Matanzas Woods Parkway																							
2400	US 1 to Belle Terre Parkway	Arterial	Class 1	1.06	2	No	Yes	No	3	0.33	45	6,514	0.1069	696	321	1,017	*	**	1,510	1,600	***	**D**	C	C
2410	Belle Terre Parkway to Bird of Paradise Drive			0.80								10,120	0.1067	1,080	183	1,263							C	C
2415	Bird of Paradise Drive to I-95 SB			0.10								13,880	0.1182	1,641	337	1,978							E	E
2416	I-95 SB to I-95 NB			0.29								12,690	0.1157	1,468	305	1,773							C	E
2417	I-95 NB to Old King Rd Extension			0.23								12,168	0.1351	1,644	305	1,949							E	E
2418	Old Kings Rd Extension at Matanzas HS Entrance			0.52								8,208	0.1896	1,556	305	1,861							D	E
		Segment Length:		3.00																				
	Old Kings Road																							
2700	US 1 to Princess Place Preserve Entrance	Arterial	UFH	1.55	2	No	n.a.	n.a.	n.a.	n.a.	55	1,598	0.1127	180	49	229	*	770	1,530	2,170	2,990	**D**	B	B
2702	Princess Place Preserve Entrance to Forest Grove Drive			3.01								6,707	0.0823	552	49	601							B	B
2705	Forest Grove Drive to Farmsworth Drive			1.55							45	7,405	0.0956	708	222	930							B	C
2707	Farmsworth Drive to Frontier Drive			0.39								9,730	0.0958	932	222	1,154							C	C
2710	Frontier Drive to Fleetwood Drive			0.46							35	12,513	0.0879	1,100	220	1,320							C	C
2715	Fleetwood Drive to Farragut Drive			0.65								16,203	0.0857	1,389	220	1,609							C	D
		Segment Length:		7.61																				
2720	Farragut Drive to Palm Coast Parkway	Arterial	Class 1	0.39	4	Yes	Yes	Yes	1	2.56	35	23,893	0.084	2,007	199	2,206	*	**	3,420	3,580	**	**D**	C	C
		Segment Length:		0.39																				
2730	Palm Coast Parkway to Utility Drive	Arterial	UFH	0.63	2	No	n.a.	n.a.	n.a.	n.a.	35	15,971	0.0829	1,324	224	1,548	*	770	1,530	2,170	2,990	**D**	C	D
2735	Utility Drive to Oak Trails Boulevard			0.25							45	9,556	0.0892	852	224	1,076							C	C
2740	Oak Trails Boulevard to Hidden Lake Blvd			3.35								9,332	0.0883	824	257	1,081								
2743	Hidden Lake Blvd to Town Center Drive			0.20								9,645	0.0887	856	257	1,113							C	C
2745	Town Center Boulevard to SR 100			1.61	4	Yes						9,891	0.087	861	251	1,112	*	3,300	4,660	5,900	6,530		B	B
2750	SR 100 to Palm Coast City Limit			0.30	2	No					50	9,422	0.1414	1,332	88	1,420	*	770	1,530	2,170	2,990		C	C
		Segment Length:		6.34																				
	Palm Coast Parkway																							
2800	US 1 to Pine Lakes Parkway	Arterial	Class 1	0.53	4	Yes	Yes	Yes	1	1.89	45	15,106	0.0988	1,492	922	2,414	*	**	3,420	3,580	***	**D**	C	C
	Palm Coast Parkway (Eastbound)																							
2815	Pine Lakes Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	1.22	2	One Way	Yes	No	2	1.06	45	13,199	0.0949	1,253	478	1,731	*	**	2,050	2,150	***	**D**	C	C
2825	Belle Terre Parkway to Cypress Point Parkway			0.66	3						40	19,308	0.0849	1,639	321	1,960	*	**	3,150	3,240	***		C	C
		Segment Length:		1.88																				
	Palm Coast Parkway (Westbound)																							
2820	Cypress Point Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	0.65	3	One Way	Yes	No	2	1.10	40	18,837	0.0941	1,773	321	2,094	*	**	3,150	3,240	***	**D**	C	C
2810	Belle Terre Parkway to Pine Lakes Parkway			1.16	2						45	12,729	0.087	1,107	478	1,585	*	**	2,050	2,150	***		C	C
		Segment Length:		1.81																				
	Palm Coast Parkway																							
2826	Cypress Point Parkway to I-95 South Bound Ramps			0.27								48,983	0.0846	4,144	562	4,706							C	C

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
2827	I-95 South Bound Ramps to I-95 North Bound Ramps	Arterial	Class 1	0.39	6	Yes	Yes	Yes	3	3.33	40	40,003	0.0968	3,872	240	4,112	*	**	5,250	5,390	***	**D**	C	C
2830	I-95 North Bound Ramps to Old Kings Road			0.24								48,084	0.0819	3,938	262	4,200							C	C
			Segment Length:	0.90																				
	Palm Coast Parkway (Eastbound)																							
2845	Old Kings Road to Florida Park Drive	Arterial	Class 1 (One Way)	0.34	2	One Way	Yes	Yes	3	1.69	45	16,857	0.0847	1,428	155	1,583	*	**	3,150	3,240	***	**D**	C	C
2855	Florida Park Drive to Club House Drive			0.26								13,953	0.0903	1,260	188	1,448							C	C
2865	Club House Drive to Colbert Lane			0.25								11,633	0.0908	1,056	122	1,178							C	C
2875	Colbert Lane to Palm Harbor Parkway			0.93								7,301	0.0893	652	130	782							C	C
			Segment Length:	1.78																				
	Palm Coast Parkway (Westbound)																							
2870	Palm Harbor Parkway to Colbert Lane	Arterial	Class 1 (One Way)	0.65	2	One Way	Yes	No	3	1.90	45	7,938	0.0821	652	119	771	*	**	2,050	2,150	***	**D**	C	C
2860	Colbert Lane to Club House Drive			0.32								11,333	0.08	907	113	1,020							C	C
2850	Club House Drive to Florida Park Drive			0.28							40	14,148	0.0888	1,256	150	1,406							C	C
2840	Florida Park Drive to Old Kings Road			0.33								18,891	0.0881	1,664	132	1,796							C	C
			Segment Length:	1.58																				
	Palm Coast Parkway (Hammock Dunes Parkway)																							
2880	Palm Harbor Parkway to SR A1A	Arterial	Class 1	1.11	2	No	Yes	Yes	1	0.90	45	14,253	0.0856	1,220	125	1,345	*	**	1,510	1,600	***	**D**	C	C
	Palm Harbor Parkway																							
2890	Matanzas HS Entrance to Cris Lane	Collector	UFH	0.60	2	No	n.a.	n.a.	n.a.	n.a.	45	6,731	0.1129	760	217	977	*	770	1,530	2,170	2,990	**D**	B	C
2895	Cris Lane to Fellowship Lane			0.70								6,916	0.1087	752	217	969							B	C
2900	Fellowship Lane to Florida Park Drive			0.70								7,727	0.0958	740	217	957							B	C
2910	Florida Park Drive to Club House Drive			1.78								6,994	0.0938	656	173	829							B	C
			Segment Length:	3.78																				
2920	Club House Drive to Palm Coast Parkway	Collector	Class 2	0.75	2	No	No	No	2	2.67	35	6,394	0.0857	548	181	729	*	**	660	1,330	1,410	**D**	C	D
	Pine Lakes Parkway																							
3000	Belle Terre Parkway (N) to Palm Coast Parkway	Collector	Class 1	1.21	2	No	Yes	Yes	2	0.40	45	5,585	0.0931	520	21	541	*	**	1,510	1,600	***	**D**	C	C
3002	Palm Coast Parkway to Commerce Boulevard			0.15								10,271	0.0931	956	30	986							C	C
3010	Commerce Boulevard to White Mill Drive			1.85								10,752	0.09	968	35	1,003							C	C
3020	White Mill Drive to Belle Terre Parkway (S)			1.81								13,192	0.0879	1,160	22	1,182							C	C
			Segment Length:	5.02																				
	Ravenwood Drive																							
3911	White View Parkway to Rymfire Drive	Collector	UFH	0.56	2	No	n.a.	n.a.	n.a.	n.a.	45	5,939	0.0855	508	0	508	*	770	1,530	2,170	2,990	**D**	B	B
	Royal Palms Parkway																							
3200	US 1 to Rymfire Drive	Arterial	Class 1	0.68	2	No	Yes	No	1	0.23	55	7,140	0.1042	744	178	922	*	**	1,510	1,600	***	**D**	C	C
3210	Rymfire Drive to Belle Terre Parkway			2.05								5,412	0.1027	556	178	734							C	C
3212	Belle Terre Parkway to Town Center Boulevard			1.57							45	8,824	0.0993	876	146	1,022							C	C
			Segment Length:	4.30																				
	Rymfire Drive																							
3215	Royal Palms Parkway to Ravenwood Drive	Collector	UFH	1.71	2	No	n.a.	n.a.	n.a.	0.00	45	5,606	0.1042	584	0	584	*	770	1,530	2,170	2,990	**D**	B	B
3225	Ravenwood Drive to Belle Terre Parkway			1.34								11,401	0.0895	1,020	0	1,020							C	C
			Segment Length:	3.05																				
	Seminole Woods Parkway																							
3325	SR 100 to Ulaturn Place	Collector	UFH	0.95	4	Yes	n.a.	n.a.	n.a.	n.a.	50	14,303	0.09	1,287	384	1,671	*	3,300	4,660	5,900	6,530	**D**	B	B
3300	Ulaturn Place to Citation Parkway			1.45								12,272	0.09	1,104	381	1,485							B	B
3310	Citation Parkway to Sesame Boulevard			1.15	2	No						4,536	0.1349	612	306	918	*	770	1,530	2,170	2,990		B	B
3305	Sesame Boulevard to US 1			1.37								6,959	0.0983	684	310	994							B	B
			Segment Length:	4.92																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Sesame Boulevard																							
3320	Seminole Woods Parkway to terminus	Collector	UFH	2.92	2	No	n.a.	n.a.	n.a.	n.a.	45	6,170	0.1031	636	0	636	*	770	1,530	2,170	2,990	**D**	B	B
	State Road 100																							
3560	John Anderson Drive to Colbert Lane	Arterial	State Class 1	1.17	4	Yes	Yes	No	2	0.74	55	23,062	0.0846	1,951	232	2,183	*	**	3,420	3,580	***	**D**	C	C
3550	Colbert Lane to Tuscany Blvd.			0.46								24,630	0.0888	2,187	252	2,439							C	C
3540	Tuscany Blvd. to Old Kings Road			1.07								24,346	0.0729	1,775	252	2,027							C	C
		Segment Length:		2.70																				
3530	Old Kings Road to I-95	Arterial	State Class 1	0.49	4	Yes	Yes	No	6	1.96	55	27,565	0.0663	1,828	408	2,236	*	**	3,420	3,580	***	**C**	C	C
3525	I-95 to Memorial Medical Parkway			0.27								37,732	0.0859	3,241	747	3,988							C	F
3520	Memorial Medical Pkwy to Seminole Woods Parkway			0.35							50	34,523	0.1013	3,497	745	4,242							D	F
3515	Seminole Woods Pkwy to Bulldog Drive			0.27							55	34,279	0.0629	2,156	249	2,405							C	C
3510	Bulldog Drive to Landings Blvd.			0.78								32,283	0.0814	2,628	232	2,860							C	C
3505	Landings Blvd. to Belle Terre Parkway			0.45								28,600	0.0892	2,551	232	2,783							C	C
3500	Belle Terre Parkway to Palm Coast City Limits			0.45								32,025	0.0814	2,607	236	2,843							C	C
		Segment Length:		3.06																				
	Town Center Blvd.																							
4100	SR 100 to Hospital Drive	Collector	UFH	0.29	4	Yes	n.a.	n.a.	n.a.	n.a.	25	7,242	0.1265	916	686	1,602	*	3,300	4,660	5,900	6,530	**D**	B	B
4110	Hospital Drive to Central Avenue			0.39								7,129	0.1246	888	648	1,536							B	B
4120	Central Avenue to Lake Avenue			0.30	2	No						6,810	0.1521	1,036	35	1,071	*	770	1,530	2,170	2,990		C	C
4130	Lake Avenue to Royal Palm Parkway			0.59								6,409	0.1267	812	35	847							C	C
4140	Royal Palm Parkway to Old Kings Road			0.25								10,206	0.0909	928	390	1,318							C	C
		Segment Length:		1.82																				
	Tuscany Blvd.																							
4145	Old Kings Road to SR100	Collector	Class 1	2.01	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	US1 (SR5)																							
3700	St. Johns County Line to Old Kings Road	Arterial	State Class 1	0.76	4	Yes	Yes	No	3	0.25	60	13,684	0.1117	1,529	508	2,037	*	**	3,420	3,580	***	**D**	C	C
3702	Old Kings Road to Matanzas Woods Parkway			2.61							65	15,505	0.096	1,488	739	2,227							C	C
3705	Matanzas Woods Parkway to Palm Coast Parkway			3.65								18,687	0.0955	1,785	1,383	3,168							C	C
3710	Palm Coast Parkway to White View Parkway			2.11							60	20,783	0.0943	1,960	545	2,505							C	C
3720	White View Parkway to Royal Palms Parkway			1.78								22,118	0.093	2,057	463	2,520							C	C
3725	Royal Palms Parkway to Espanola Road			1.07								24,367	0.0913	2,225	273	2,498							C	C
		Segment Length:		11.98																				
101	Palm Coast City Limit to Belle Terre Parkway	Arterial	State Class 1	0.57	4	Yes	Yes	No	2	0.69	60	14,567	0.0901	1,312	264	1,576	*	**	3,420	3,580	***	**D**	C	C
3750	Belle Terre Parkway to DuPont Road			0.9								17,288	0.085	1,469	490	1,959							C	C
3755	DuPont Road to Seminole Woods Parkway			1.04								19,314	0.0994	1,920	281	2,201							C	C
235	Seminole Woods Parkway to Palm Coast City Limit			0.37								18,084	0.0929	1,680	325	2,005							C	C
		Segment Length:		2.88																				
	White Mill Drive																							
3915	Pine Lakes Parkway to White View Parkway	Collector	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.	40	5,014	0.0902	452	18	470	*	770	1,530	2,170	2,990	**D**	B	B
	White View Parkway																							
3920	US 1 to White Mill Drive	Arterial	Class 1	0.88	4	Yes	Yes	No	1	0.28	45	8,964	0.0982	880	10	890	*	**	3,420	3,580	***	**D**	C	C
3910	White Mill Drive to Belle Terre Parkway			1.53	2	No					50	8,446	0.0928	784	23	807	*	**	1,510	1,600	***		C	C
3900	Belle Terre Parkway to Pritchard Drive			1.11							45	8,277	0.0797	660	5	665							C	C
		Segment Length:		3.52																				

Freeway = Interstate Highway, State = State Highway, UFH = Uninterrupted Flow Highway, Class 1 = 40 mph or higher speed limit, Class 2 = 35 mph or lower speed limit, PMPH = P.M. Peak Hour, K (actual) = Measured Peak Hour Factor.

APPENDIX C

Intersection Traffic Counts and FDOT Seasonal Factor

Prepared by National Data & Surveying Services

Rymfire Dr & Red Mill Dr North

Peak Hour Turning Movement Count

ID: 25-130391-001
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS

AM: 08:00 AM - 09:00 AM
NOON: NONE
PM: 04:00 PM - 05:00 PM

COUNT PERIODS

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

SOUTHBOUND (Rymfire Dr)

AM	40	269	0	0	229	AM
NOON	0	0	0	0	0	NOON
PM	57	144	0	0	232	PM

EASTBOUND (Red Mill Dr North)

AM	NOON	PM	
73	0	125	⇦
0	0	0	↶ 0
41	0	37	↱ 0
0	0	0	→ 0
69	0	54	↴ 0

WESTBOUND (Red Mill Dr North)

	PM	NOON	AM
0	0	0	0 ↰
0	0	0	0 ←
0	0	0	0 ↶
0	0	0	0 ↰
⇨	0	0	0

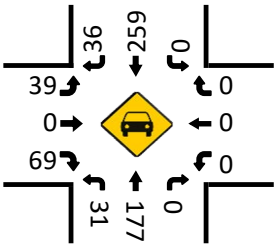
NORTHBOUND (Rymfire Dr)

PM	198	0	68	195	0	PM
NOON	0	0	0	0	0	NOON
AM	339	1	33	188	0	AM

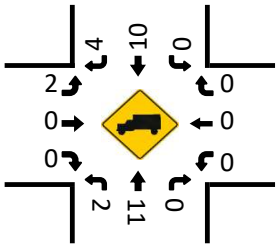
CONTROL: 1-Way Stop(EB)

	AM	NOON	PM
TEV	641	0	555
PHF	0.61		0.87

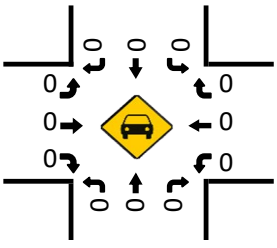
Cars (AM)



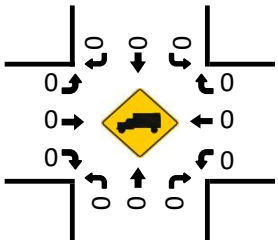
HT (AM)



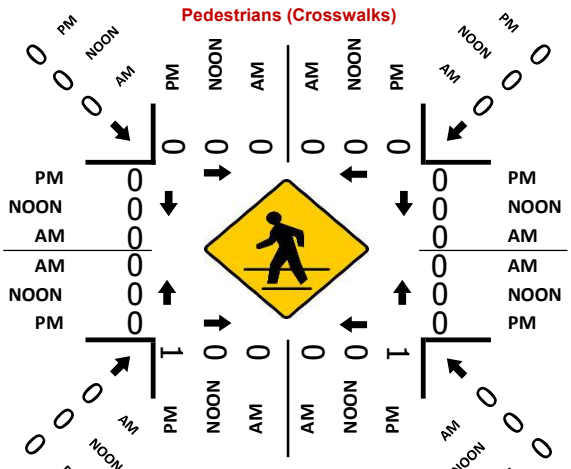
Cars (NOON)



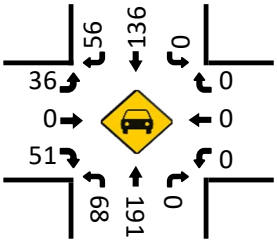
HT (NOON)



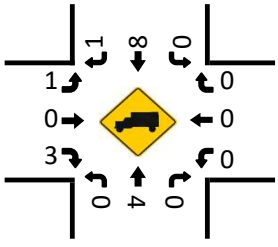
Pedestrians (Crosswalks)



Cars (PM)



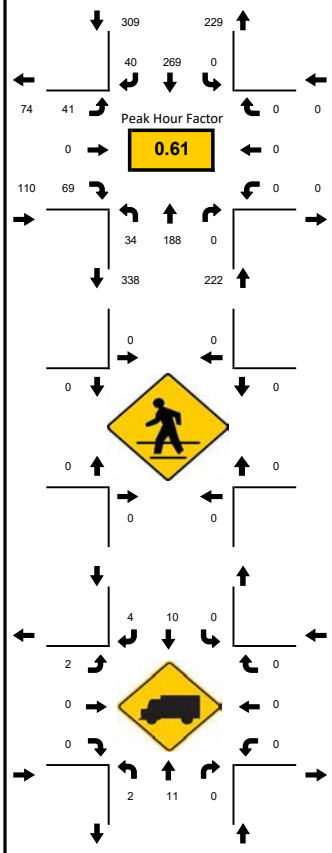
HT (PM)

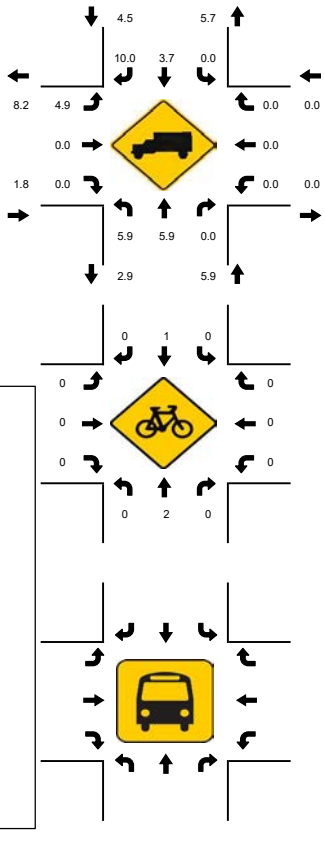


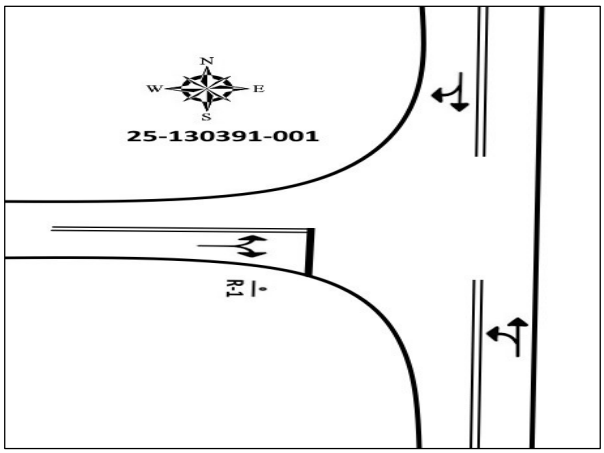
LOCATION: Rymfire Dr & Red Mill Dr North
CITY/STATE: Palm Coast, FL

PROJECT ID: 25-130391-001
DATE: Wed, Dec 10, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:45 AM - 09:00 AM







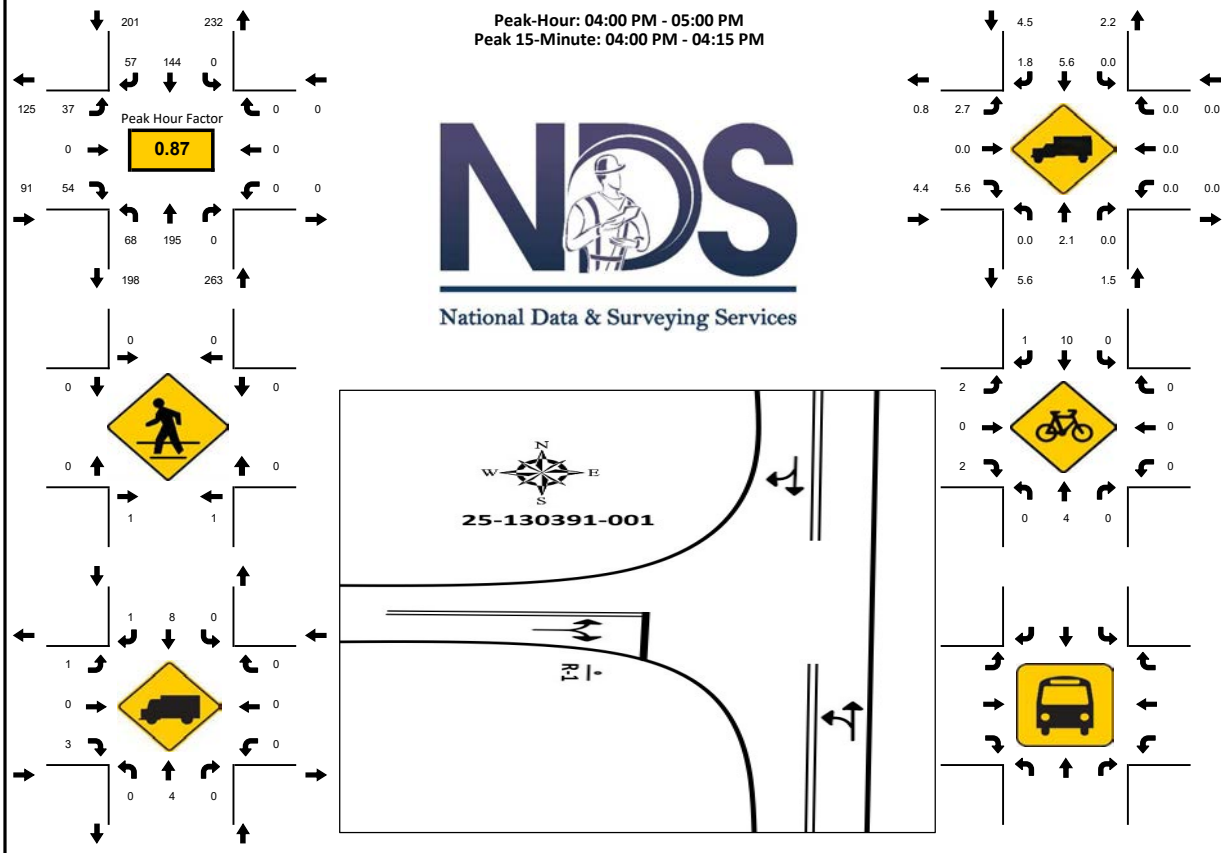
15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Red Mill Dr North Eastbound					Red Mill Dr North Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	2	11	0	0		0	38	2	0		10	0	19	0		0	0	0	0		82	405
7:15 AM	2	16	0	0		0	37	3	0		4	0	8	0		0	0	0	0		70	450
7:30 AM	3	13	0	0		0	45	2	0		10	0	26	0		0	0	0	0		99	476
7:45 AM	5	44	0	0		0	68	0	0		18	0	19	0		0	0	0	0		154	533
8:00 AM	7	25	0	1		0	46	17	0		12	0	19	0		0	0	0	0		127	641
8:15 AM	6	11	0	0		0	49	5	0		9	0	16	0		0	0	0	0		96	514
8:30 AM	6	35	0	0		0	73	8	0		13	0	21	0		0	0	0	0		156	418
8:45 AM	14	117	0	0		0	101	10	0		7	0	13	0		0	0	0	0		262	262

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	56	468	0	4		0	404	68	0		52	0	84	0		0	0	0	0		**1136**
Heavy Trucks	4	16	0	0		0	20	12	0		4	0	0	0		0	0	0	0		**56**
Pedestrians		0					0					0					0				**0**
Bicycles	0	4	0	0		0	4	0	0		0	0	0	0		0	0	0	0		**8**
Buses																					**0**
Stopped Buses																					

LOCATION: Rymfire Dr & Red Mill Dr North
CITY/STATE: Palm Coast, FL

PROJECT ID: 25-130391-001
DATE: Wed, Dec 10, 2025

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:00 PM - 04:15 PM



15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Red Mill Dr North Eastbound					Red Mill Dr North Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	13	82	0	0		0	27	14	0		11	0	12	0		0	0	0	0		159	555
4:15 PM	22	34	0	0		0	44	11	0		11	0	10	0		0	0	0	0		132	535
4:30 PM	19	43	0	0		0	25	15	0		10	0	16	0		0	0	0	0		128	545
4:45 PM	14	36	0	0		0	48	17	0		5	0	16	0		0	0	0	0		136	545
5:00 PM	17	49	0	0		0	41	11	1		11	0	9	0		0	0	0	0		139	534
5:15 PM	20	54	0	0		0	34	15	0		6	0	13	0		0	0	0	0		142	395
5:30 PM	17	51	0	0		0	29	12	0		12	0	7	0		0	0	0	0		128	253
5:45 PM	21	38	0	0		0	32	11	0		12	0	11	0		0	0	0	0		125	125

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	88	328	0	0		0	192	68	0		44	0	64	0		0	0	0	0		**784**
Heavy Trucks	0	12	0	0		0	16	4	0		4	0	8	0		0	0	0	0		**44**
Pedestrians		8					0					0					0				**8**
Bicycles	0	12	0	0		0	28	4	0		8	0	8	0		0	0	0	0		**60**
Buses Stopped Buses																					**0**

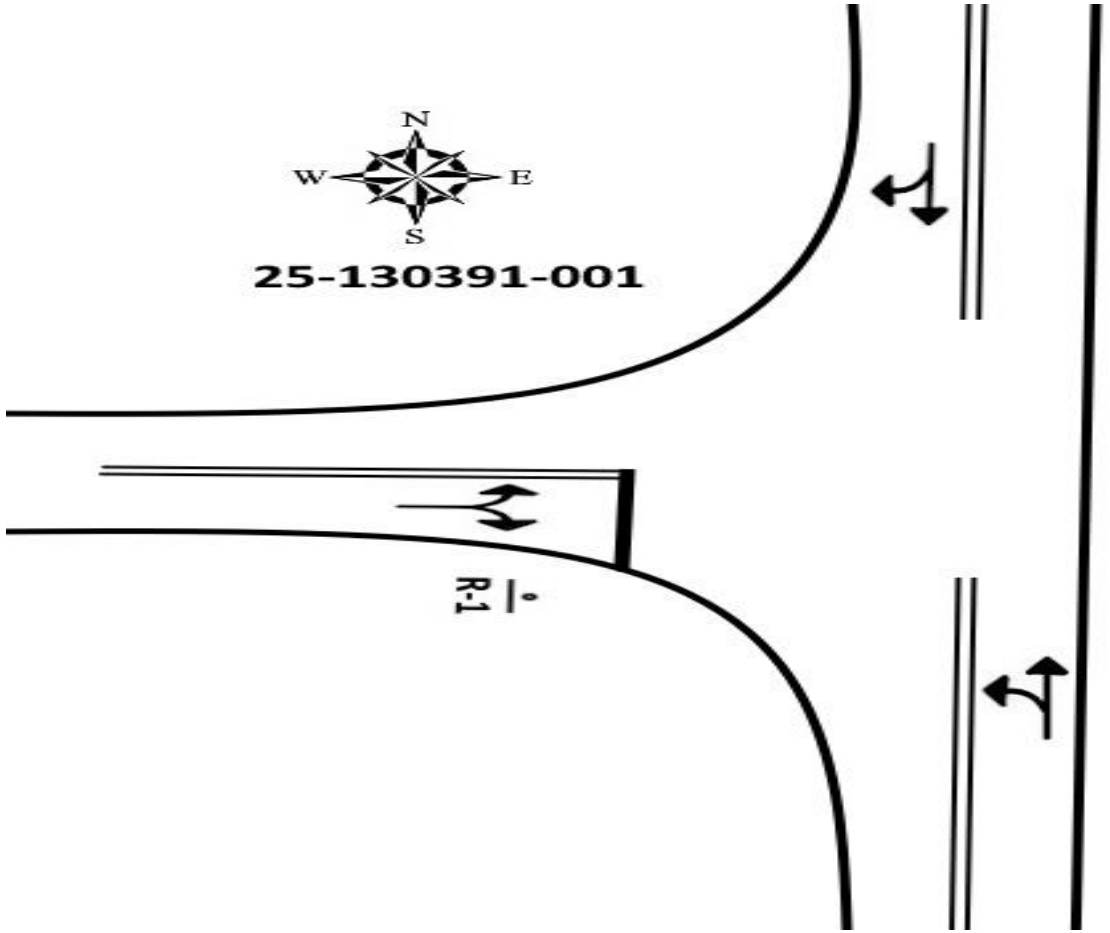
National Data & Surveying Services

Site Code:	**25-130391-001**
Date:	**12/10/2025**
Weather:	**Sunny**
City:	**Palm Coast**
County:	**Flagler**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**1-Way Stop(EB)**

N

N/S Street: **Rymfire Dr**

Speed: **45 MPH**



E/W Street: **Red Mill Dr North**

Speed: **30 MPH**

Prepared by National Data & Surveying Services

Rymfire Dr & Red Mill Dr South/The Journey Church Palm Coast Dwy

Peak Hour Turning Movement Count

ID: 25-130391-002
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS
07:45 AM - 08:45 AM
NONE
04:45 PM - 05:45 PM

COUNT PERIODS
7:00 AM - 09:00 AM
NONE
4:00 PM - 06:00 PM

SOUTHBOUND — Rymfire Dr

AM	9	173	46	1	197	AM
NOON	0	0	0	0	0	NOON
PM	29	148	31	0	269	PM

EASTBOUND — Red Mill Dr South/The Journey Church Palm Coast Dwy

AM	NOON	PM	
44	0	126	
0	0	0	0
12	0	13	0
3	0	2	0
108	0	57	0
AM	NOON	PM	

WESTBOUND — Red Mill Dr South/The Journey Church Palm Coast Dwy

PM	NOON	AM	
33	0	36	0
1	0	2	0
24	0	9	0
0	0	0	0
46	0	85	
PM	NOON	AM	

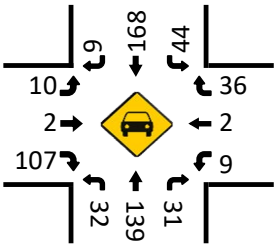
NORTHBOUND — Rymfire Dr

PM	229	0	96	223	13	PM
NOON	0	0	0	0	0	NOON
AM	290	0	33	148	36	AM

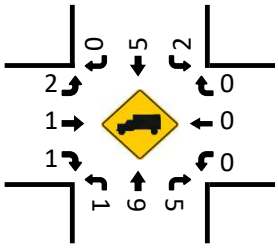
CONTROL
2-Way Stop(EB/WB)

	AM	NOON	PM
TEV	616	0	670
PHF	0.74		0.87

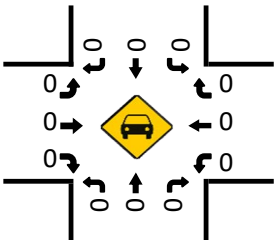
Cars (AM)



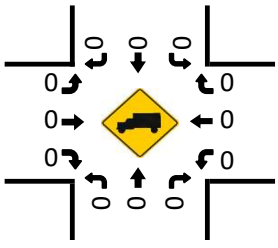
HT (AM)



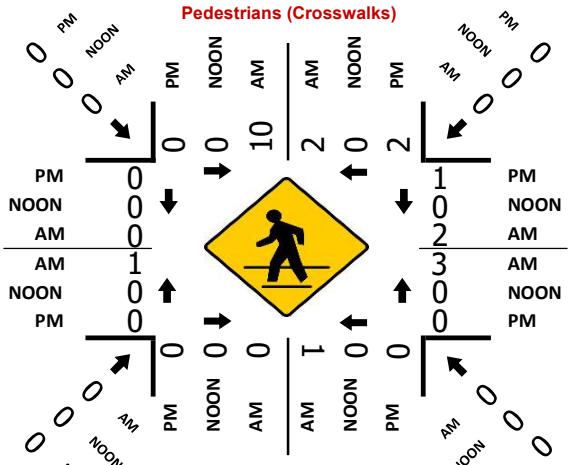
Cars (NOON)



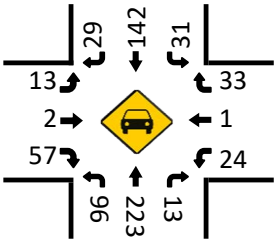
HT (NOON)



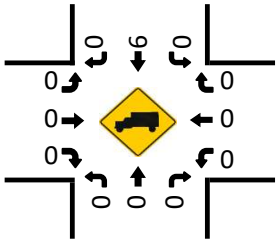
Pedestrians (Crosswalks)



Cars (PM)

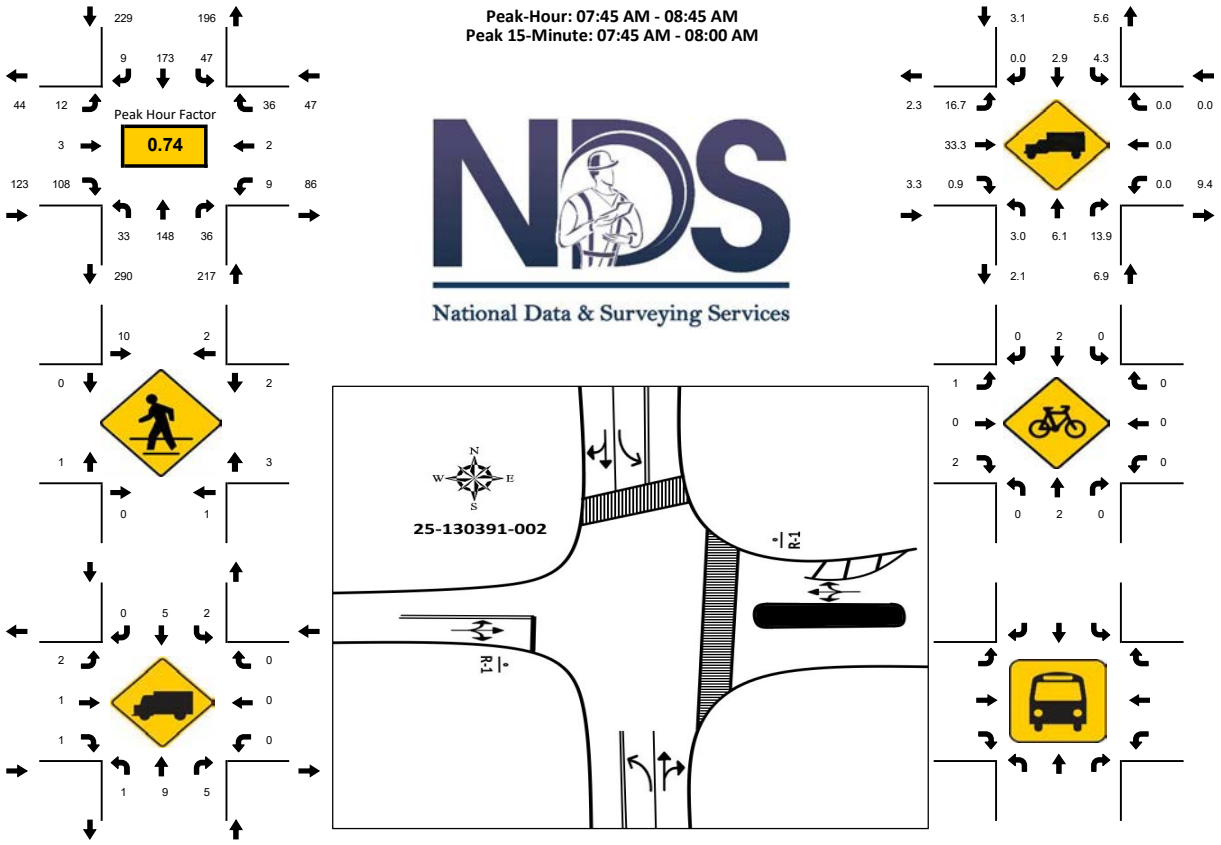


HT (PM)



LOCATION: Rymfire Dr & Red Mill Dr South/The Journey Church Palm Coast Dwy
CITY/STATE: Palm Coast, FL

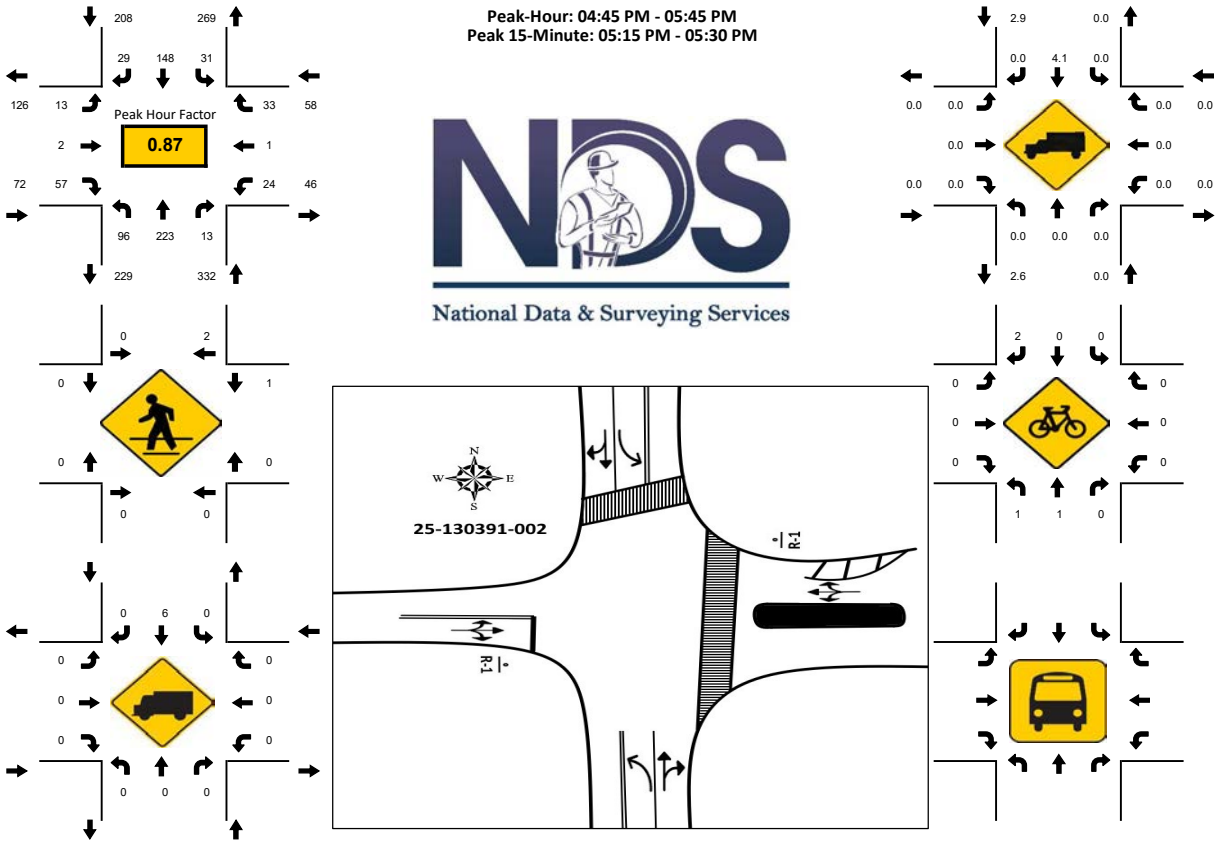
PROJECT ID: 25-130391-002
DATE: Wed, Dec 10, 2025



15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					South/The Journey Church Palm Eastbound					South/The Journey Church Palm Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	4	12	1	0		0	56	1	0		5	0	20	0		0	0	0	0		99	561
7:15 AM	6	19	1	0		2	46	3	0		5	0	22	0		0	0	0	0		104	596
7:30 AM	6	12	0	0		6	70	4	1		6	0	42	0		2	0	0	0		149	616
7:45 AM	7	30	10	0		30	49	2	1		4	2	35	0		5	2	32	0		209	616
8:00 AM	11	37	2	0		5	47	3	0		2	0	22	0		2	0	3	0		134	559
8:15 AM	8	29	9	0		4	40	2	0		2	0	28	0		2	0	0	0		124	425
8:30 AM	7	52	15	0		7	37	2	0		4	1	23	0		0	0	1	0		149	301
8:45 AM	13	63	6	0		5	29	1	0		4	1	17	0		13	0	0	0		152	152
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	44	208	60	0		120	196	12	4		16	8	140	0		20	8	128	0		**964**	
Heavy Trucks	4	12	20	0		8	16	0	0		4	4	4	0		0	0	0	0		**72**	
Pedestrians		4					40					4					12				**60**	
Bicycles	0	4	0	0		0	8	0	0		4	0	8	0		0	0	0	0		**24**	
Buses																					**0**	
Stopped Buses																						

LOCATION: Rymfire Dr & Red Mill Dr South/The Journey Church Palm Coast Dwy
CITY/STATE: Palm Coast, FL

PROJECT ID: 25-130391-002
DATE: Wed, Dec 10, 2025



15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					South/The Journey Church Palm Eastbound					South/The Journey Church Palm Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	17	52	0	0		0	55	5	0		5	0	17	0		12	0	2	0		165	613
4:15 PM	28	54	0	0		2	49	8	0		1	0	18	0		3	0	1	0		164	616
4:30 PM	15	58	3	1		2	33	3	0		4	0	14	0		3	0	1	0		137	645
4:45 PM	17	42	4	0		12	43	7	0		2	0	13	0		1	0	6	0		147	670
5:00 PM	23	50	5	0		13	36	4	0		4	1	10	0		6	1	15	0		168	654
5:15 PM	27	61	2	0		5	42	8	0		3	1	19	0		16	0	9	0		193	486
5:30 PM	29	70	2	0		1	27	10	0		4	0	15	0		1	0	3	0		162	293
5:45 PM	24	42	4	1		4	33	6	0		7	0	7	0		0	1	2	0		131	131

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	116	280	20	0		52	172	40	0		16	4	76	0		64	4	60	0		**904**
Heavy Trucks	0	0	0	0		0	8	0	0		0	0	0	0		0	0	0	0		**8**
Pedestrians		0					8					0					4				**12**
Bicycles	4	4	0	0		0	0	4	0		0	0	0	0		0	0	0	0		**12**
Buses																					**0**
Stopped Buses																					

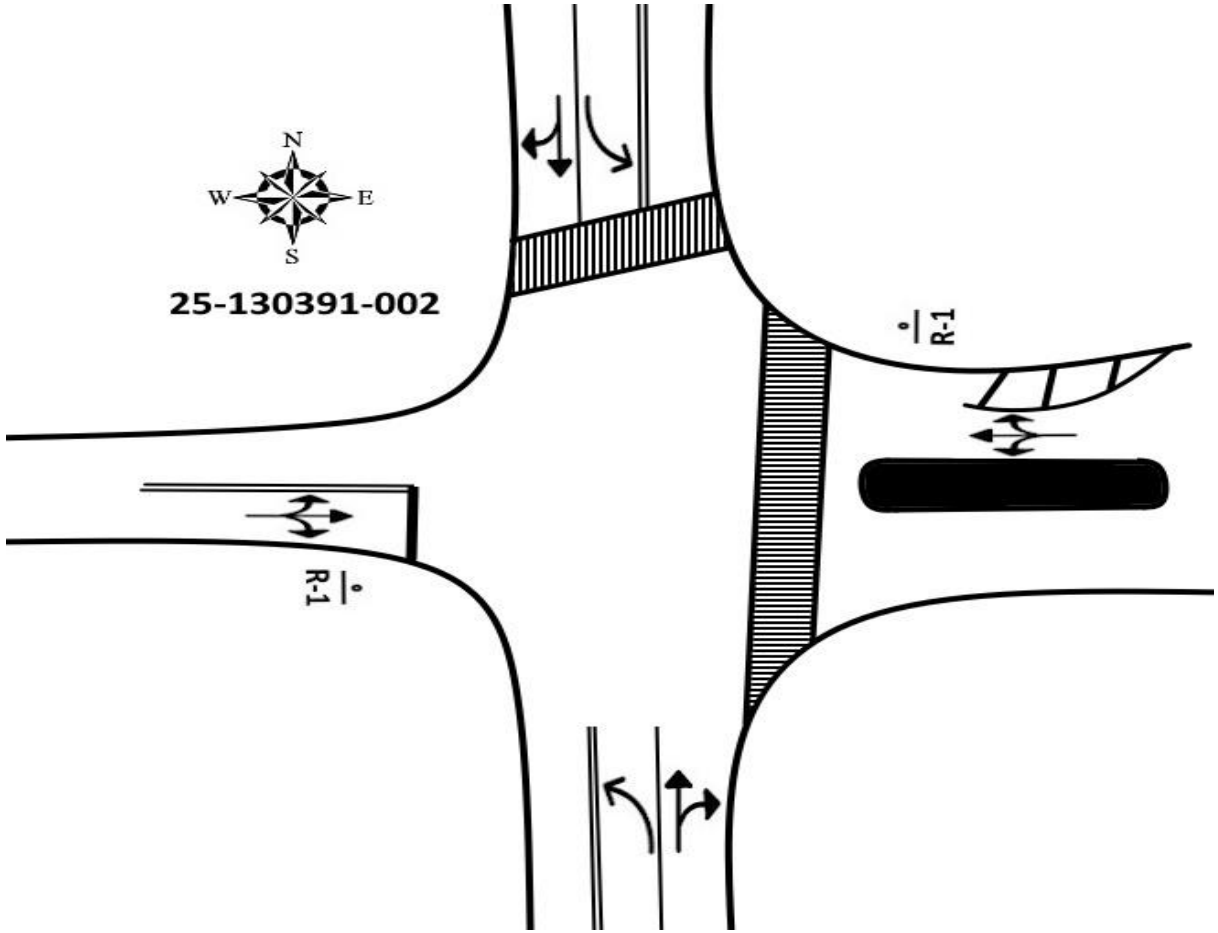
National Data & Surveying Services

Site Code:	**25-130391-002**
Date:	**12/10/2025**
Weather:	**Sunny**
City:	**Palm Coast**
County:	**Flagler**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**2-Way Stop(EB/WB)**

N

N/S Street: **Rymfire Dr**

Speed: **45 MPH**



E/W Street: **Red Mill Dr South/The Journey Church Palm Coast Dwy**

Speed: **30 MPH**

Prepared by National Data & Surveying Services

Rymfire Dr & Royal Palms Pkwy

Peak Hour Turning Movement Count

ID: 25-130391-003
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS	COUNT PERIODS
07:45 AM - 08:45 AM	7:00 AM - 09:00 AM
NONE	NONE
04:45 PM - 05:45 PM	4:00 PM - 06:00 PM

SOUTHBOUND (Rymfire Dr)

AM	207	0	85	0	221	AM
NOON	0	0	0	0	0	NOON
PM	149	0	80	0	331	PM

EASTBOUND (Royal Palms Pkwy)

AM	NOON	PM	
396	0	267	⇦
0	0	0	↶ 0
131	0	256	↰ 0
141	0	215	→ 0
0	0	0	↷ 0
AM	NOON	PM	

WESTBOUND (Royal Palms Pkwy)

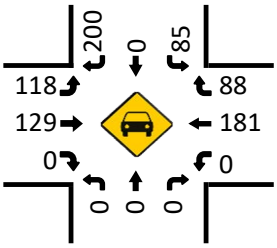
PM	NOON	AM	
75	0	90	0 ↱
118	0	189	0 ←
0	0	0	0 ↰
0	0	0	0 ↶
295	0	226	⇨
PM	NOON	AM	

NORTHBOUND (Rymfire Dr)

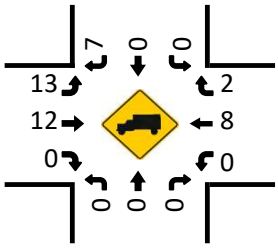
PM	0	0	0	0	0	PM
NOON	0	0	0	0	0	NOON
AM	0	0	0	0	0	AM

CONTROL			
Pedestrian Hybrid Beacon			
TEV	843 AM	0 NOON	893 PM
PHF	0.92		0.90

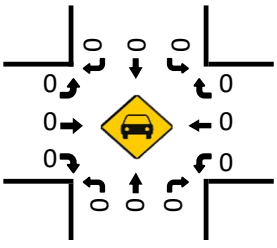
Cars (AM)



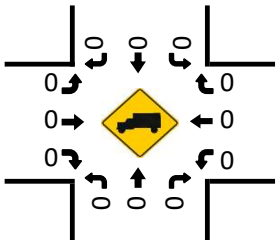
HT (AM)



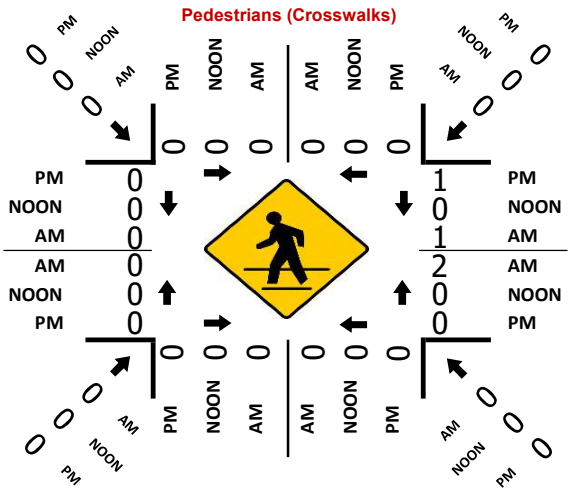
Cars (NOON)



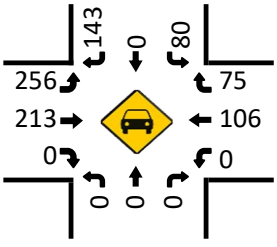
HT (NOON)



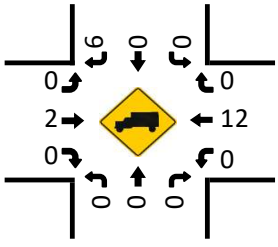
Pedestrians (Crosswalks)



Cars (PM)



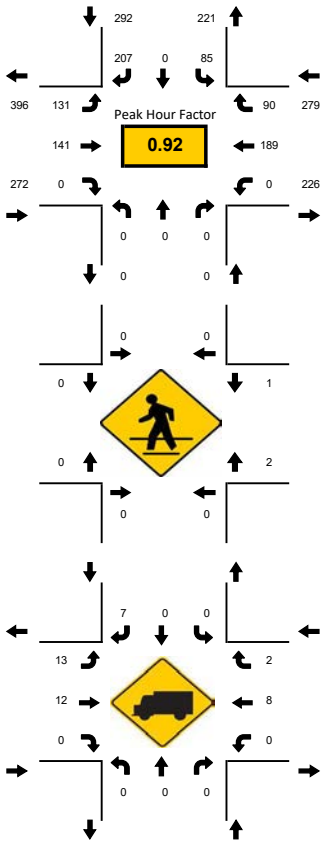
HT (PM)



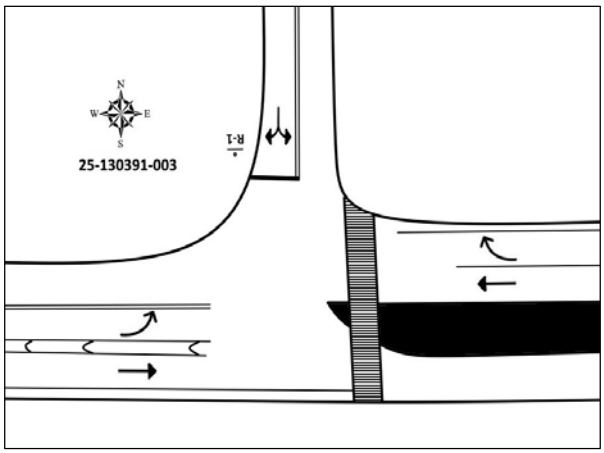
LOCATION: Rymfire Dr & Royal Palms Pkwy
CITY/STATE: Palm Coast, FL

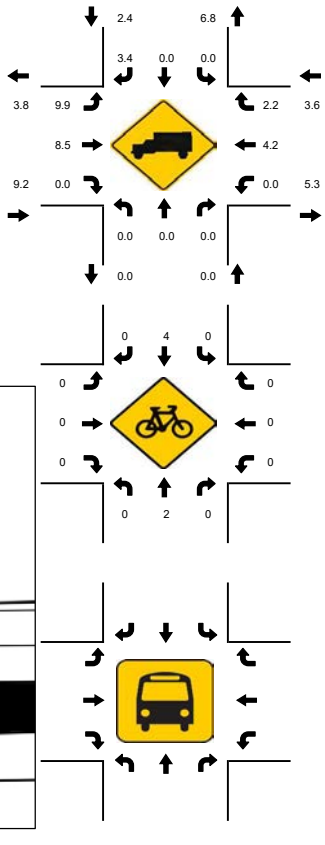
PROJECT ID: 25-130391-003
DATE: Wed, Dec 10, 2025

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



National Data & Surveying Services





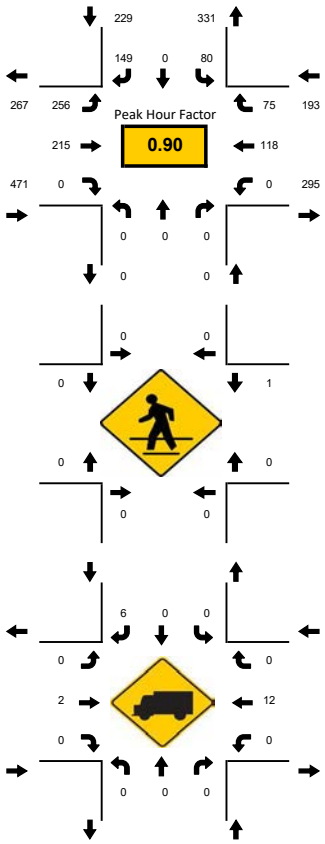
15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Royal Palms Pkwy Eastbound					Royal Palms Pkwy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	0	0	0		18	0	58	0		14	17	0	0		0	34	3	0		144	735
7:15 AM	0	0	0	0		13	0	53	0		17	19	0	0		0	45	9	0		156	804
7:30 AM	0	0	0	0		39	0	74	0		10	31	0	0		0	43	8	0		205	830
7:45 AM	0	0	0	0		30	0	56	0		30	42	0	0		0	53	19	0		230	843
8:00 AM	0	0	0	0		24	0	51	0		32	31	0	0		0	59	16	0		213	821
8:15 AM	0	0	0	0		15	0	51	0		20	30	0	0		0	39	27	0		182	608
8:30 AM	0	0	0	0		16	0	49	0		49	38	0	0		0	38	28	0		218	426
8:45 AM	0	0	0	0		22	0	38	0		44	29	0	0		0	35	40	0		208	208

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		120	0	224	0		196	168	0	0		0	236	112	0		**1056**
Heavy Trucks	0	0	0	0		0	0	16	0		24	20	0	0		0	16	8	0		**84**
Pedestrians		0					0					0					8				**8**
Bicycles	0	4	0	0		0	16	0	0		0	0	0	0		0	0	0	0		**20**
Buses Stopped Buses																					**0**

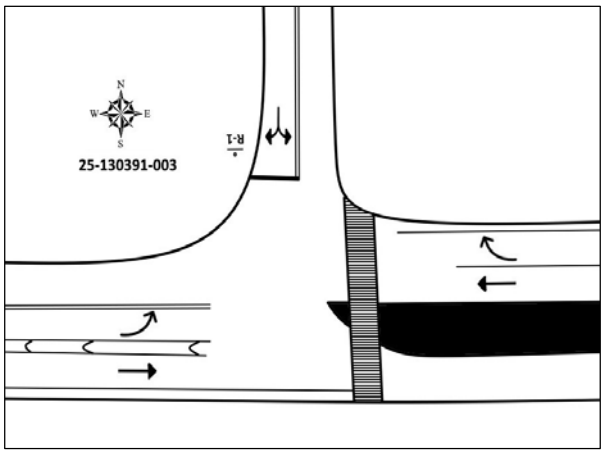
LOCATION: Rymfire Dr & Royal Palms Pkwy
CITY/STATE: Palm Coast, FL

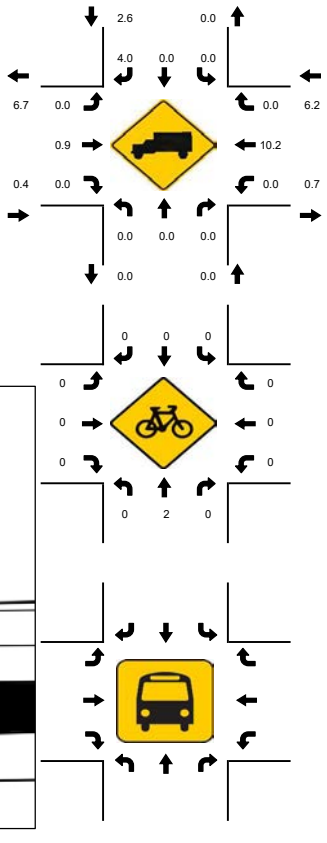
PROJECT ID: 25-130391-003
DATE: Wed, Dec 10, 2025

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:15 PM - 05:30 PM



National Data & Surveying Services





15-Min Count Period Beginning At	Rymfire Dr Northbound					Rymfire Dr Southbound					Royal Palms Pkwy Eastbound					Royal Palms Pkwy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	0	0	0		24	0	55	0		56	42	0	0		0	33	10	0		220	888
4:15 PM	0	0	0	0		21	0	54	0		63	57	0	0		0	35	20	0		250	885
4:30 PM	0	0	0	0		19	0	30	0		56	45	0	0		0	34	23	0		207	884
4:45 PM	0	0	0	0		18	0	41	0		48	55	0	0		0	34	15	0		211	893
5:00 PM	0	0	0	0		16	0	29	0		62	61	0	0		0	32	17	0		217	876
5:15 PM	0	0	0	0		31	0	50	0		64	55	0	0		0	24	25	0		249	659
5:30 PM	0	0	0	0		15	0	29	0		82	44	0	0		0	28	18	0		216	410
5:45 PM	0	0	0	0		12	0	28	0		51	50	0	0		0	33	20	0		194	194

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	0	0	0		124	0	200	0		328	244	0	0		0	136	100	0		**1132**
Heavy Trucks	0	0	0	0		0	0	8	0		0	4	0	0		0	20	0	0		**32**
Pedestrians		0					0					0					4				**4**
Bicycles	0	4	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**4**
Buses																					**0**
Stopped Buses																					

National Data & Surveying Services

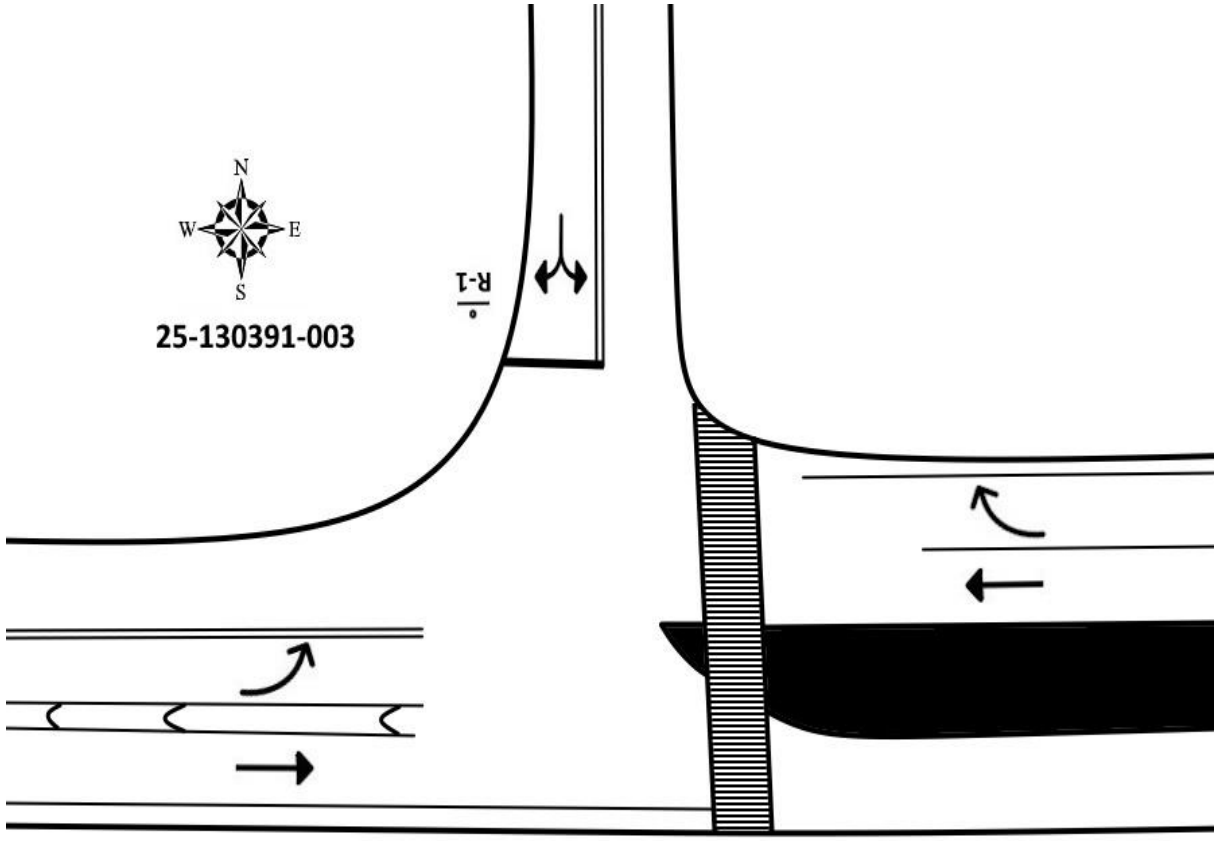
N

N/S Street: **Rymfire Dr**

Speed: **45 MPH**

E/W Street: **Royal Palms Pkwy**

Speed: **45/55 MPH**



Site Code: **25-130391-003**

Date: **12/10/2025**

Weather: **Sunny**

City: **Palm Coast**

County: **Flagler**

Count Times: **07:00 - 09:00**

16:00 - 18:00

Control: **Pedestrian Hybrid Beacon**

Prepared by National Data & Surveying Services

US 1/N State St & Royal Palms Pkwy/Education Wy

Peak Hour Turning Movement Count

ID: 25-130391-004
City: Palm Coast

Day: Wednesday
Date: 12/10/2025

PEAK HOURS		COUNT PERIODS
07:45 AM - 08:45 AM	AM	7:00 AM - 09:00 AM
NONE	NOON	NONE
04:15 PM - 05:15 PM	PM	4:00 PM - 06:00 PM

US 1/N State St

SOUTHBOUND

AM	4	820	127	1	883	AM
NOON	0	0	0	0	0	NOON
PM	1	856	195	1	926	PM
	0	0	0	0		

EASTBOUND — Royal Palms Pkwy/Education Wy

AM	NOON	PM	
10	0	1	
0	0	0	0
4	0	0	0
4	0	0	0
5	0	1	0
AM	NOON	PM	

WESTBOUND — Royal Palms Pkwy/Education Wy

PM	NOON	AM	
106	0	149	0
0	0	1	0
182	0	239	0
0	0	0	0
458	0	270	
PM	NOON	AM	

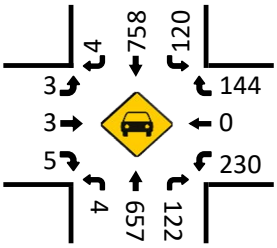
CONTROL			
Signalized			
TEV	2231	0	2442
	AM	NOON	PM
PHF	0.87		0.94

		0	0	0	0	
PM	1057	18	0	819	263	PM
NOON	0	0	0	0	0	NOON
AM	1068	4	5	729	139	AM

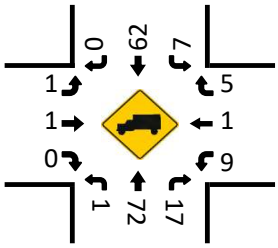
NORTHBOUND

US 1/N State St

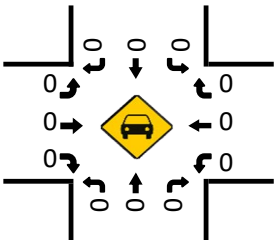
Cars (AM)



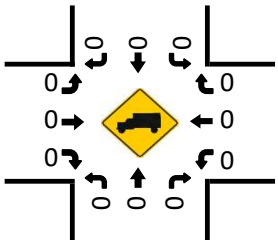
HT (AM)



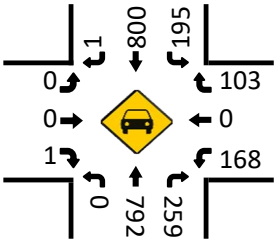
Cars (NOON)



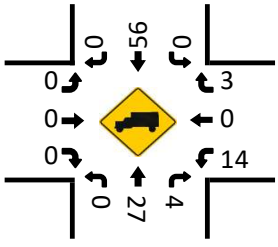
HT (NOON)



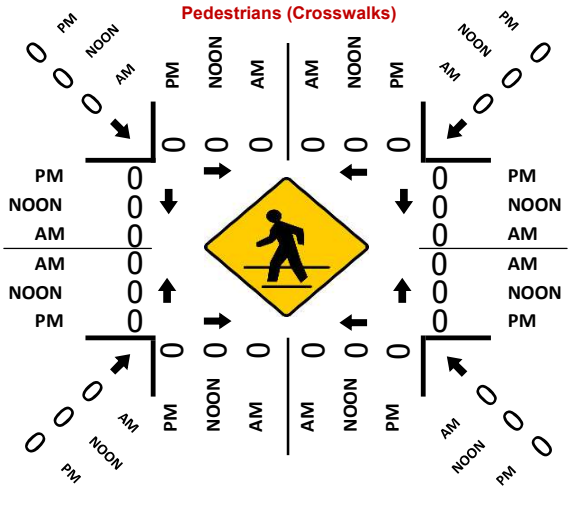
Cars (PM)



HT (PM)



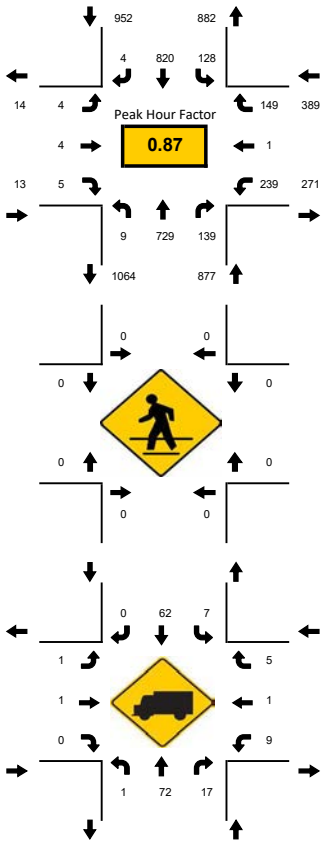
Pedestrians (Crosswalks)



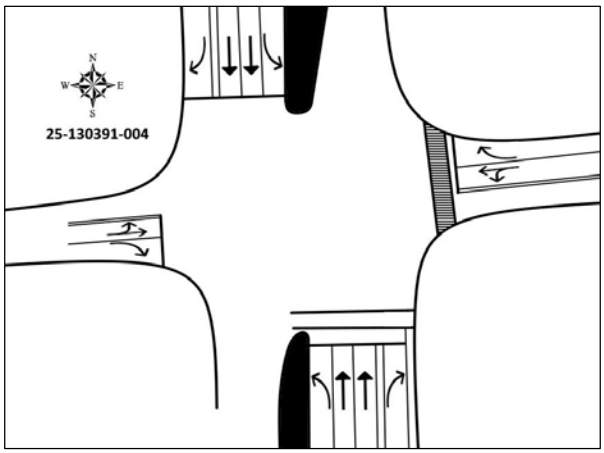
LOCATION: US 1/N State St & Royal Palms Pkwy/Education Wy
CITY/STATE: Palm Coast, FL

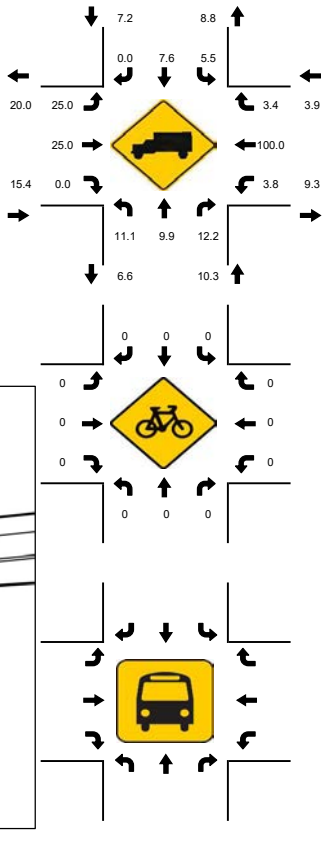
PROJECT ID: 25-130391-004
DATE: Wed, Dec 10, 2025

Peak-Hour: 07:45 AM - 08:45 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



National Data & Surveying Services



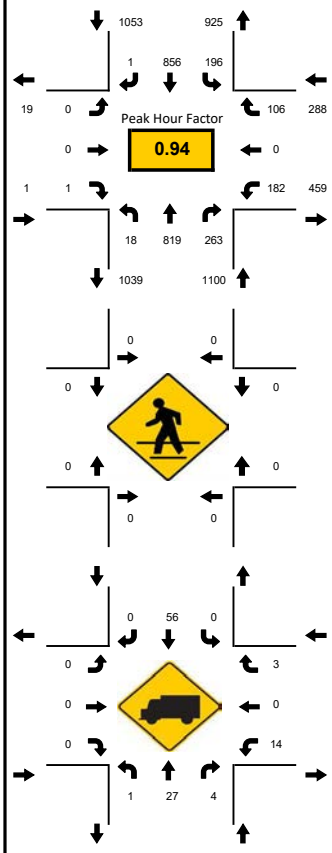


15-Min Count Period Beginning At	US 1/N State St Northbound					US 1/N State St Southbound					Royal Palms Pkwy/Education Wy Eastbound					Royal Palms Pkwy/Education Wy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	2	145	15	0		12	116	0	0		1	5	2	0		58	0	32	0		388	2034
7:15 AM	2	174	29	2		6	155	2	0		0	1	0	0		60	1	34	0		466	2206
7:30 AM	0	180	26	1		20	189	0	0		0	1	0	0		79	1	41	0		538	2223
7:45 AM	0	213	36	3		40	236	2	0		1	0	1	0		64	1	45	0		642	2231
8:00 AM	4	182	30	0		25	211	0	0		0	0	3	0		65	0	40	0		560	2063
8:15 AM	0	149	28	0		24	185	1	0		2	1	0	0		58	0	35	0		483	1503
8:30 AM	1	185	45	1		38	188	1	1		1	3	1	0		52	0	29	0		546	1020
8:45 AM	1	148	38	2		31	175	2	0		0	1	0	0		52	2	22	0		474	474
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	16	852	180	12		160	944	8	4		8	12	12	0		260	4	180	0		**2652**	
Heavy Trucks	4	88	24	0		12	88	0	0		4	4	0	0		20	4	8	0		**256**	
Pedestrians		0					0					0					0				**0**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Buses Stopped Buses																					**0**	

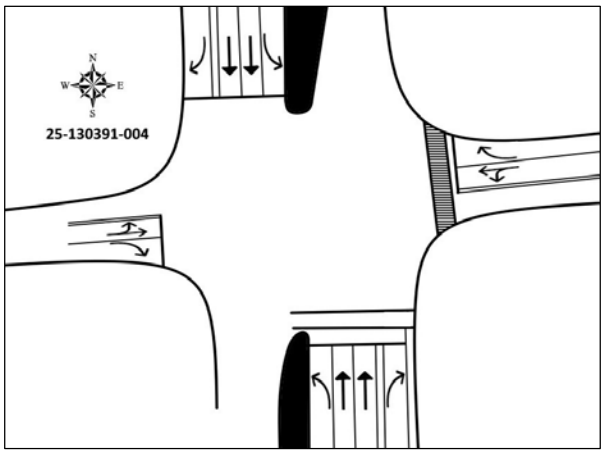
LOCATION: US 1/N State St & Royal Palms Pkwy/Education Wy
CITY/STATE: Palm Coast, FL

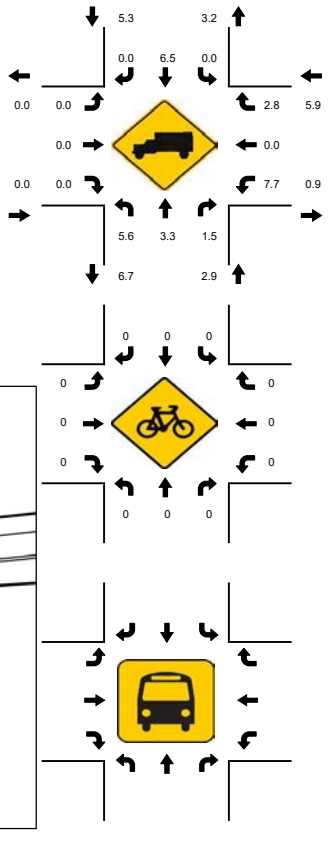
PROJECT ID: 25-130391-004
DATE: Wed, Dec 10, 2025

Peak-Hour: 04:15 PM - 05:15 PM
Peak 15-Minute: 05:00 PM - 05:15 PM



National Data & Surveying Services





15-Min Count Period Beginning At	US 1/N State St Northbound					US 1/N State St Southbound					Royal Palms Pkwy/Education Wy Eastbound					Royal Palms Pkwy/Education Wy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	195	50	3		37	167	1	0		0	2	1	0		47	0	41	0		544	2334
4:15 PM	0	161	79	3		47	216	1	0		0	0	0	0		54	0	35	0		596	2442
4:30 PM	0	226	56	7		41	191	0	1		0	0	1	0		35	0	25	0		583	2385
4:45 PM	0	213	52	3		49	219	0	0		0	0	0	0		49	0	26	0		611	2323
5:00 PM	0	219	76	5		58	230	0	0		0	0	0	0		44	0	20	0		652	2178
5:15 PM	0	150	76	3		33	201	0	0		0	0	0	0		56	1	19	0		539	1526
5:30 PM	0	158	85	3		50	167	0	0		1	0	0	0		40	0	17	0		521	987
5:45 PM	0	161	63	4		34	148	0	0		0	0	0	0		45	0	11	0		466	466

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	904	316	28		232	920	4	4		0	0	4	0		216	0	140	0		**2768**
Heavy Trucks	0	36	8	4		0	84	0	0		0	0	0	0		20	0	4	0		**152**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**
Buses Stopped Buses																					**0**

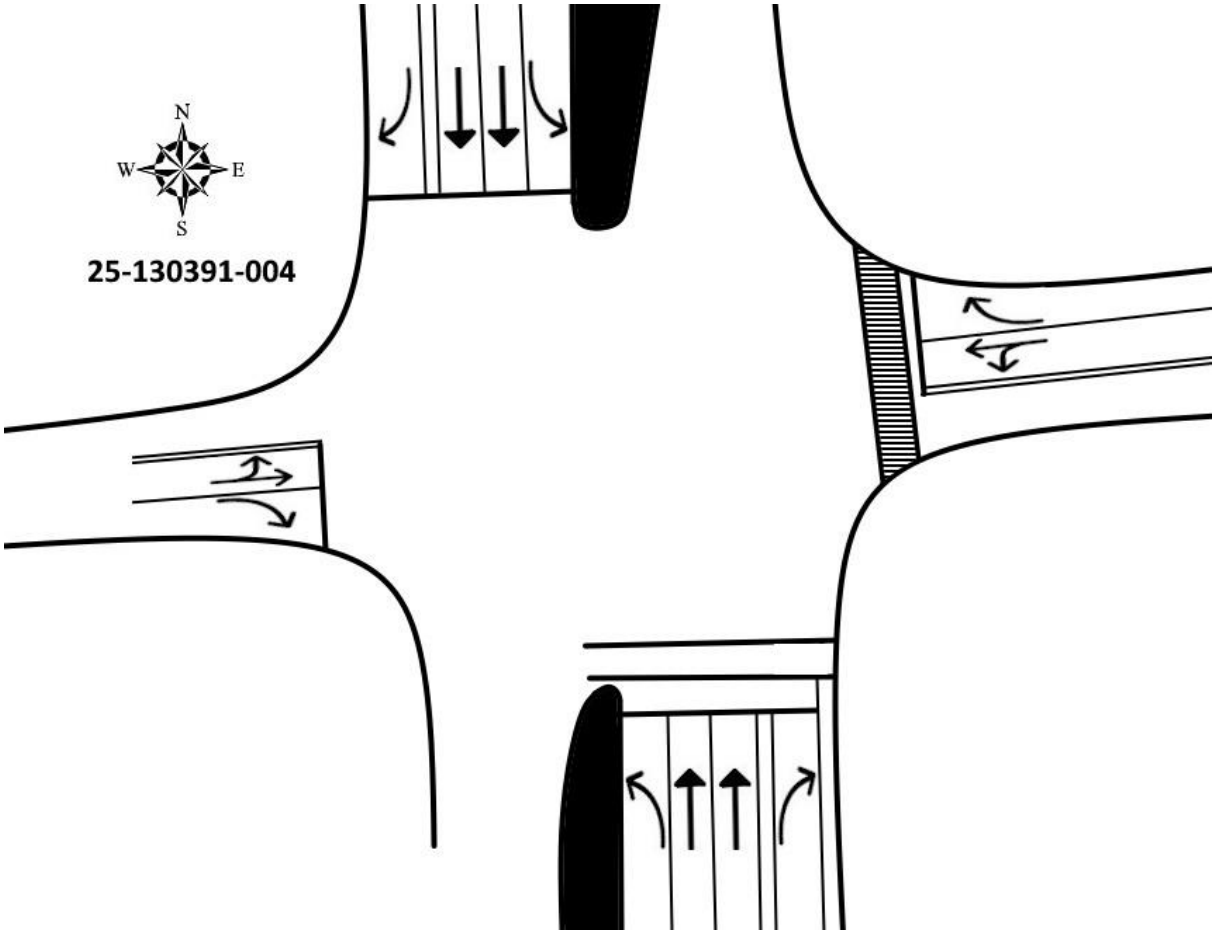
National Data & Surveying Services

Site Code:	**25-130391-004**
Date:	**12/10/2025**
Weather:	**Sunny**
City:	**Palm Coast**
County:	**Flagler**
Count Times:	**07:00 - 09:00**
	16:00 - 18:00
Control:	**Signalized**

N

N/S Street: **US 1/N State St**

Speed: **45/55/60 MPH**



E/W Street: **Royal Palms Pkwy/Education Wy**

Speed: **45/55 MPH**

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7300 FLAGLER COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.09
2	01/07/2024 - 01/13/2024	1.05	1.11
3	01/14/2024 - 01/20/2024	1.07	1.13
4	01/21/2024 - 01/27/2024	1.04	1.09
5	01/28/2024 - 02/03/2024	1.02	1.07
6	02/04/2024 - 02/10/2024	1.00	1.05
7	02/11/2024 - 02/17/2024	0.98	1.03
* 8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.95	1.00
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.98
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.94	0.99
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.02
*19	05/05/2024 - 05/11/2024	0.97	1.02
*20	05/12/2024 - 05/18/2024	0.98	1.03
21	05/19/2024 - 05/25/2024	0.99	1.04
22	05/26/2024 - 06/01/2024	0.99	1.04
23	06/02/2024 - 06/08/2024	1.00	1.05
24	06/09/2024 - 06/15/2024	1.01	1.06
25	06/16/2024 - 06/22/2024	1.01	1.06
26	06/23/2024 - 06/29/2024	1.01	1.06
27	06/30/2024 - 07/06/2024	1.01	1.06
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.02	1.07
31	07/28/2024 - 08/03/2024	1.02	1.07
32	08/04/2024 - 08/10/2024	1.02	1.07
33	08/11/2024 - 08/17/2024	1.02	1.07
34	08/18/2024 - 08/24/2024	1.02	1.07
35	08/25/2024 - 08/31/2024	1.03	1.08
36	09/01/2024 - 09/07/2024	1.03	1.08
37	09/08/2024 - 09/14/2024	1.04	1.09
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.03	1.08
40	09/29/2024 - 10/05/2024	1.02	1.07
41	10/06/2024 - 10/12/2024	1.00	1.05
42	10/13/2024 - 10/19/2024	0.99	1.04
43	10/20/2024 - 10/26/2024	0.99	1.04
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.01	1.06
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.03	1.08
50	12/08/2024 - 12/14/2024	1.03	1.08
51	12/15/2024 - 12/21/2024	1.04	1.09
52	12/22/2024 - 12/28/2024	1.05	1.11
53	12/29/2024 - 12/31/2024	1.07	1.13

* PEAK SEASON

ID: 8000
Name: US-1 & Roval Palms Parkwav
Configuration: Permanent

Param	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16
Walk	0	0	0	0	0	12	0	12	0	0	0	0	0	0	0	0
Ped Clearance	0	0	0	0	0	22	0	33	0	0	0	0	0	0	0	0
Min Green	4	20	0	6	4	20	0	4	5	5	5	5	5	5	5	5
Passage	3	3	0	3	3	3	0	3	1	1	1	1	1	1	1	1
Max1	20	90	0	40	20	90	0	40	25	25	25	25	25	25	25	25
Max2	0	0	0	0	0	0	0	0	50	50	50	50	50	50	50	50
Yellow	5.9	5.9	3.5	5.5	5.9	5.9	3.5	5.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	3.7	2	0	2.4	3.7	2	0	2.7	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	10	20	0	10	10	20	0	10	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	10	1	0	10	10	1	0	10	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	1.5	1.2	0	1.5	1.5	1.2	0	1.5	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	Off	On	On	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	Off	On	Off	Off	Off	On	Off	Off	On	On	On	On	On	On	On	On
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	On	On	On	On	On	On	On	On	On	On	On	On	On	On	On	On
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX D

Existing HCS Capacity Analysis Worksheets

Signal Timings

HCS Two-Way Stop-Control Report

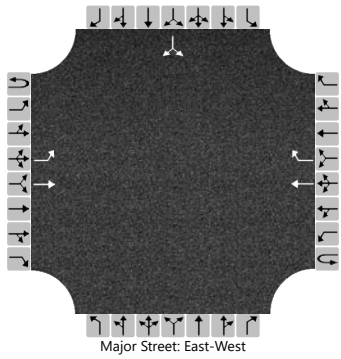
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing AM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		135	145				195	93						88		213
Percent Heavy Vehicles (%)		10												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.20												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.29												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		147													327	
Capacity, c (veh/h)		1203													611	
v/c Ratio		0.12													0.54	
95% Queue Length, Q_{95} (veh)		0.4													3.2	
95% Queue Length, Q_{95} (ft)		10.8													81.3	
Control Delay (s/veh)		8.4													17.5	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)		4.1												17.5		
Approach LOS		A												C		

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HCS Two-Way Stop-Control Report

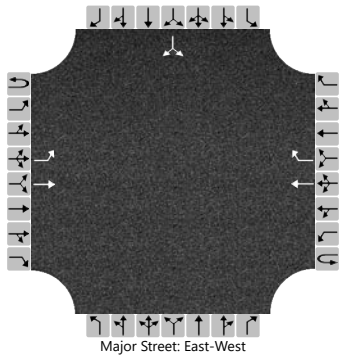
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing PM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		264	221				122	77						82		155
Percent Heavy Vehicles (%)		0												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		293													263	
Capacity, c (veh/h)		1360													436	
v/c Ratio		0.22													0.60	
95% Queue Length, Q_{95} (veh)		0.8													3.9	
95% Queue Length, Q_{95} (ft)		20.0													99.8	
Control Delay (s/veh)		8.4													25.0	
Level of Service (LOS)		A													D	
Approach Delay (s/veh)	4.6												25.0			
Approach LOS	A												D			

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HCS Two-Way Stop-Control Report

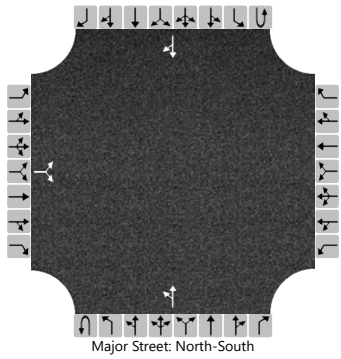
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	11/04/2025
Analysis Year	2025
Time Analyzed	Existing AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.61
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		42		71						35	194				277	41
Percent Heavy Vehicles (%)		2		2						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			185							57						
Capacity, c (veh/h)			415							1055						
v/c Ratio			0.45							0.05						
95% Queue Length, Q_{95} (veh)			2.2							0.2						
95% Queue Length, Q_{95} (ft)			55.9							5.0						
Control Delay (s/veh)			20.5							8.6	0.6					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)		20.5								1.8						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

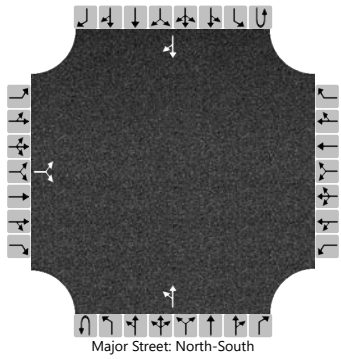
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		38		56						70	201				148	59
Percent Heavy Vehicles (%)		3		3						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			108							80						
Capacity, c (veh/h)			607							1341						
v/c Ratio			0.18							0.06						
95% Queue Length, Q_{95} (veh)			0.6							0.2						
95% Queue Length, Q_{95} (ft)			15.4							5.0						
Control Delay (s/veh)			12.2							7.9	0.5					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)		12.2								2.4						
Approach LOS		B								A						

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HCS Two-Way Stop-Control Report

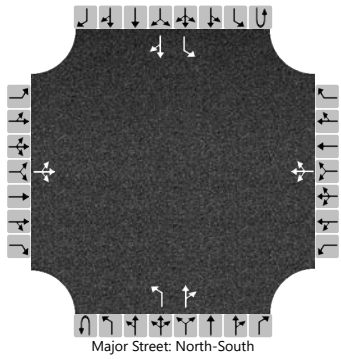
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.74
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		12	3	111		9	2	37		34	152	37		48	178	9
Percent Heavy Vehicles (%)		0	0	3		0	0	0		3				9		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.23		7.10	6.50	6.20		4.13				4.19		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.33		3.50	4.00	3.30		2.23				2.28		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			170				65			46				65		
Capacity, c (veh/h)			660				532			1307				1270		
v/c Ratio			0.26				0.12			0.04				0.05		
95% Queue Length, Q_{95} (veh)			1.0				0.4			0.1				0.2		
95% Queue Length, Q_{95} (ft)			25.5				10.0			2.6				5.4		
Control Delay (s/veh)			12.3				12.7			7.9				8.0		
Level of Service (LOS)			B				B			A				A		
Approach Delay (s/veh)	12.3				12.7				1.2				1.6			
Approach LOS	B				B				A				A			

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HCS Two-Way Stop-Control Report

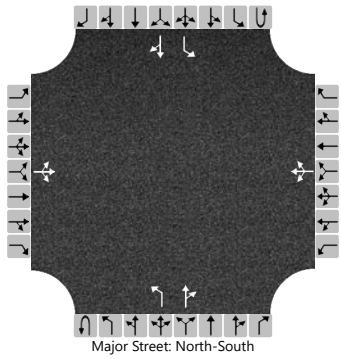
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2025
Time Analyzed	Existing PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		13	2	59		25	1	34		99	230	13		32	152	30
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			85				69			114				37		
Capacity, c (veh/h)			592				406			1374				1295		
v/c Ratio			0.14				0.17			0.08				0.03		
95% Queue Length, Q_{95} (veh)			0.5				0.6			0.3				0.1		
95% Queue Length, Q_{95} (ft)			12.5				15.0			7.5				2.5		
Control Delay (s/veh)			12.1				15.7			7.9				7.9		
Level of Service (LOS)			B				C			A				A		
Approach Delay (s/veh)	12.1				15.7				2.3				1.2			
Approach LOS	B				C				A				A			

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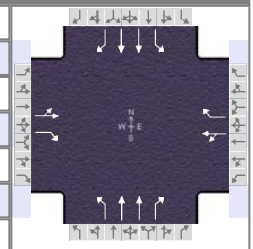
HCS Signalized Intersection Results Summary

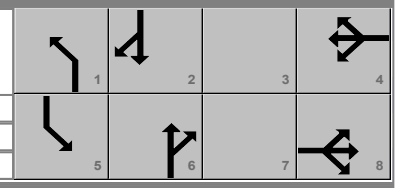
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.92
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4a US 1 & Royal Palms Pkwy Existing AM Peak…		
Project Description	Existing AM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	4	4	5	246	1	153	9	751	143	132	845	4

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.0	2.2	82.1	32.5	0.0	0.0						
Yellow	5.9	5.9	5.9	5.5	0.0	0.0						
Red	2.0	2.0	2.0	2.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	9.9	90.0	20.0	100.1
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.1		3.1	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.6		30.1	2.9		14.1	
Green Extension Time (g_e), s		0.8		0.3	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.33		1.00	
Max Out Probability		0.00		1.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		9	5		268	166	10	816	155	143	918	4
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1589	1547		1391	1560	1668	1668	1459	1739	1710	1610
Queue Service Time (g_s), s		0.0	0.4		27.5	14.0	0.9	22.0	8.1	12.1	21.2	0.2
Cycle Queue Clearance Time (g_c), s		0.6	0.4		28.1	14.0	0.9	22.0	8.1	12.1	21.2	0.2
Green Ratio (*g/C*)		0.22	0.22		0.22	0.22	0.01	0.55	0.55	0.08	0.61	0.61
Capacity (*c*), veh/h		380	335		349	338	22	1826	799	140	2102	990
Volume-to-Capacity Ratio (*X*)		0.023	0.016		0.769	0.492	0.438	0.447	0.195	1.023	0.437	0.004
Back of Queue (*Q*), ft/ln (95 th percentile)		12	8		407	239	19	345	131	345	321	2
Back of Queue (*Q*), veh/ln (95 th percentile)		0.5	0.3		15.8	9.3	0.7	12.8	4.8	13.3	12.1	0.1
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh		46.2	46.2		57.0	51.5	73.4	20.3	17.2	69.0	15.2	11.2
Incremental Delay (d_2), s/veh		0.1	0.1		9.0	0.4	4.9	0.8	0.5	82.2	0.7	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		46.4	46.3		66.1	51.9	78.4	21.1	17.7	151.1	15.9	11.2
Level of Service (LOS)		D	D		E	D	E	C	B	F	B	B
Approach Delay, s/veh / LOS	46.3	D		60.7	E		21.2	C		34.1	C	
Intersection Delay, s/veh / LOS	33.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.89	B
Bicycle LOS Score / LOS	0.51	A	1.20	A	1.30	A	1.37	A

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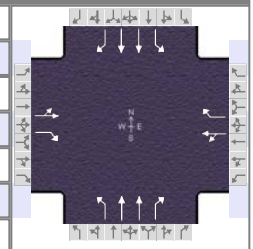
HCS Signalized Intersection Results Summary

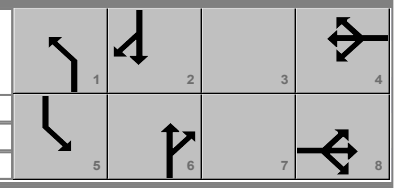
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.94
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4b US 1 & Royal Palms Pkwy Existing PM Peak…		
Project Description	Existing PM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	0	0	1	187	0	109	19	844	271	202	882	1

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.4	4.8		78.1	32.5	0.0	0.0					
Yellow	5.9	5.9		5.9	5.5	0.0	0.0					
Red	2.0	2.0		2.0	2.0	0.0	0.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	11.3	86.0	24.0	98.7
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.0		3.0	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.1		22.1	3.7		18.1	
Green Extension Time (g_e), s		0.5		0.4	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.57		1.00	
Max Out Probability		0.00		0.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		0	1		199	116	20	898	288	215	938	1
Adjusted Saturation Flow Rate (*s*), veh/h/ln		0	1610		1361	1572	1810	1766	1598	1810	1724	1610
Queue Service Time (g_s), s		0.0	0.1		20.1	9.4	1.7	24.5	15.8	16.1	22.1	0.0
Cycle Queue Clearance Time (g_c), s		0.0	0.1		20.1	9.4	1.7	24.5	15.8	16.1	22.1	0.0
Green Ratio (*g/C*)			0.22		0.22	0.22	0.02	0.52	0.52	0.11	0.61	0.61
Capacity (*c*), veh/h			349		343	341	41	1839	832	194	2087	975
Volume-to-Capacity Ratio (*X*)		0.000	0.003		0.580	0.340	0.491	0.488	0.347	1.106	0.450	0.001
Back of Queue (*Q*), ft/ln (95 th percentile)		0	2		295	169	35	379	245	472	334	1
Back of Queue (*Q*), veh/ln (95 th percentile)		0.0	0.1		11.2	6.6	1.4	14.8	9.7	18.9	12.7	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh			46.1		53.9	49.7	72.4	23.1	21.0	67.0	16.1	11.7
Incremental Delay (d_2), s/veh		0.0	0.0		1.6	0.2	3.3	0.9	1.1	96.0	0.7	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh			46.1		55.5	49.9	75.8	24.0	22.2	162.9	16.8	11.7
Level of Service (LOS)			D		E	D	E	C	C	F	B	B
Approach Delay, s/veh / LOS	46.1	D		53.5	D		24.5	C		44.0	D	
Intersection Delay, s/veh / LOS	36.3						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.90	B
Bicycle LOS Score / LOS	0.49	A	1.01	A	1.48	A	1.44	A

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APPENDIX E

Projected Conditions HCS Capacity Analysis Worksheets

HCS Two-Way Stop-Control Report

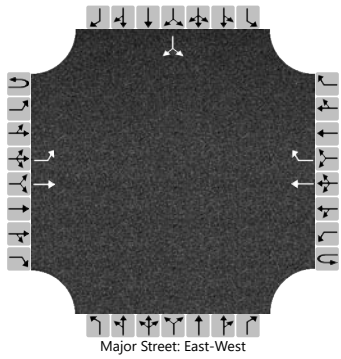
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected AM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		153	154				207	103						106		257
Percent Heavy Vehicles (%)		10												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.20												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.29												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		166													395	
Capacity, c (veh/h)		1179													576	
v/c Ratio		0.14													0.69	
95% Queue Length, Q_{95} (veh)		0.5													5.3	
95% Queue Length, Q_{95} (ft)		13.5													134.6	
Control Delay (s/veh)		8.6													23.8	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)		4.3												23.8		
Approach LOS		A												C		

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HCS Two-Way Stop-Control Report

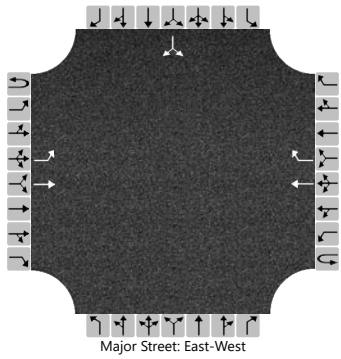
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	East-West
Project Description	Red Mill Pointe TPD#5537.1

Site Information

Intersection	Royal Palms & Red Mill
Jurisdiction	Palm Coast
East/West Street	Royal Palms Parkway
North/South Street	Red Mill Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	1		0	0	0		0	1	0
Configuration		L	T				T	R							LR	
Volume (veh/h)		312	234				129	95						95		181
Percent Heavy Vehicles (%)		0												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized							No									
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		347													307	
Capacity, c (veh/h)		1329													369	
v/c Ratio		0.26													0.83	
95% Queue Length, Q_{95} (veh)		1.1													7.5	
95% Queue Length, Q_{95} (ft)		27.5													192.0	
Control Delay (s/veh)		8.7													48.1	
Level of Service (LOS)		A													E	
Approach Delay (s/veh)	5.0												48.1			
Approach LOS	A												E			

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HCS Two-Way Stop-Control Report

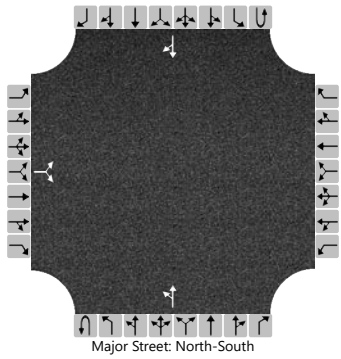
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	11/04/2025
Analysis Year	2028
Time Analyzed	Projected AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		85		104						51	283				404	67
Percent Heavy Vehicles (%)		2		2						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			210							57						
Capacity, c (veh/h)			395							1053						
v/c Ratio			0.53							0.05						
95% Queue Length, Q_{95} (veh)			3.0							0.2						
95% Queue Length, Q_{95} (ft)			76.2							5.0						
Control Delay (s/veh)			24.0							8.6	0.6					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)		24.0								1.8						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

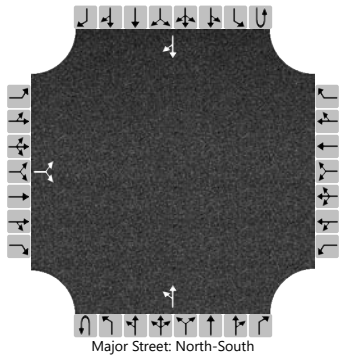
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD #5537.1

Site Information

Intersection	N Red Mill Dr & Rymfire
Jurisdiction	Palm Coast
East/West Street	North Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		70		82						102	293				216	110
Percent Heavy Vehicles (%)		3		3						0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			169							113						
Capacity, c (veh/h)			431							1208						
v/c Ratio			0.39							0.09						
95% Queue Length, Q_{95} (veh)			1.8							0.3						
95% Queue Length, Q_{95} (ft)			46.1							7.5						
Control Delay (s/veh)			18.6							8.3	0.9					
Level of Service (LOS)			C							A	A					
Approach Delay (s/veh)		18.6								2.8						
Approach LOS		C								A						

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HCS Two-Way Stop-Control Report

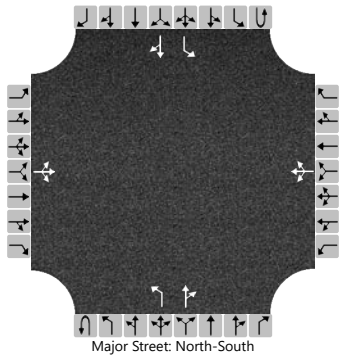
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected AM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.74
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		18	4	206		13	3	54		64	222	54		70	260	13
Percent Heavy Vehicles (%)		0	0	3		0	0	0		3				9		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.23		7.10	6.50	6.20		4.13				4.19		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.33		3.50	4.00	3.30		2.23				2.28		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			308				95			86				95		
Capacity, c (veh/h)			508				276			1184				1148		
v/c Ratio			0.61				0.34			0.07				0.08		
95% Queue Length, Q_{95} (veh)			4.0				1.5			0.2				0.3		
95% Queue Length, Q_{95} (ft)			102.2				37.5			5.1				8.0		
Control Delay (s/veh)			22.4				24.7			8.3				8.4		
Level of Service (LOS)			C				C			A				A		
Approach Delay (s/veh)	22.4				24.7				1.6				1.7			
Approach LOS	C				C				A				A			

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HCS Two-Way Stop-Control Report

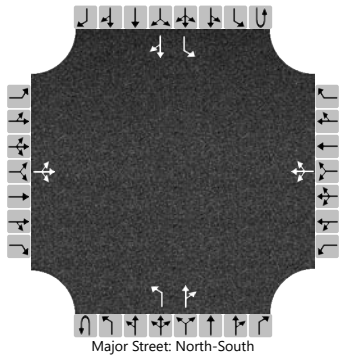
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Pointe TPD # 5537.1

Site Information

Intersection	Rymfire Dr & S Red Mill
Jurisdiction	Palm Coast
East/West Street	South Red Mill Drive
North/South Street	Rymfire Drive
Peak Hour Factor	0.87
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	1	1	0	0	1	1	0
Configuration			LTR				LTR			L		TR		L		TR
Volume (veh/h)		20	3	113		36	1	40		189	336	19		47	222	44
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)		0				0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			156				89			217				54		
Capacity, c (veh/h)			390				167			1266				1162		
v/c Ratio			0.40				0.53			0.17				0.05		
95% Queue Length, Q_{95} (veh)			1.9				2.7			0.6				0.1		
95% Queue Length, Q_{95} (ft)			47.5				67.5			15.0				2.5		
Control Delay (s/veh)			20.3				48.6			8.4				8.3		
Level of Service (LOS)			C				E			A				A		
Approach Delay (s/veh)	20.3				48.6				2.9				1.2			
Approach LOS	C				E				A				A			

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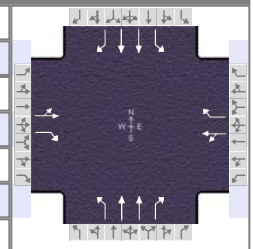
HCS Signalized Intersection Results Summary

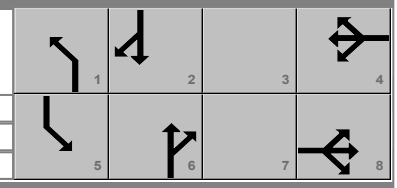
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.92
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4a US 1 & Royal Palms Pkwy Projected AM Peak…		
Project Description	Projected AM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	4	4	5	283	1	171	9	796	159	143	896	4

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	2.0	2.2	82.1	32.5	0.0	0.0						
Yellow	5.9	5.9	5.9	5.5	0.0	0.0						
Red	2.0	2.0	2.0	2.0	0.0	0.0						



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	9.9	90.0	20.0	100.1
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.1		3.1	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.6		34.5	2.9		14.1	
Green Extension Time (g_e), s		0.9		0.0	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.33		1.00	
Max Out Probability		0.00		1.00	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		9	5		309	186	10	865	173	155	974	4
Adjusted Saturation Flow Rate (*s*), veh/h/ln		1589	1547		1391	1560	1668	1668	1459	1739	1710	1610
Queue Service Time (g_s), s		0.0	0.4		31.9	15.9	0.9	23.8	9.1	12.1	23.0	0.2
Cycle Queue Clearance Time (g_c), s		0.6	0.4		32.5	15.9	0.9	23.8	9.1	12.1	23.0	0.2
Green Ratio (*g/C*)		0.22	0.22		0.22	0.22	0.01	0.55	0.55	0.08	0.61	0.61
Capacity (*c*), veh/h		380	335		349	338	22	1826	799	140	2102	990
Volume-to-Capacity Ratio (*X*)		0.023	0.016		0.884	0.550	0.438	0.474	0.216	1.108	0.463	0.004
Back of Queue (*Q*), ft/ln (95 th percentile)		12	8		505	267	19	368	148	389	344	2
Back of Queue (*Q*), veh/ln (95 th percentile)		0.5	0.3		19.6	10.3	0.7	13.6	5.4	15.0	13.0	0.1
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh		46.2	46.2		59.1	52.2	73.4	20.8	17.4	69.0	15.6	11.2
Incremental Delay (d_2), s/veh		0.1	0.1		21.8	1.1	4.9	0.9	0.6	107.9	0.7	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh		46.4	46.3		80.9	53.4	78.4	21.6	18.1	176.9	16.3	11.2
Level of Service (LOS)		D	D		F	D	E	C	B	F	B	B
Approach Delay, s/veh / LOS	46.3	D		70.6	E		21.6	C		38.3	D	
Intersection Delay, s/veh / LOS	37.8						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.89	B
Bicycle LOS Score / LOS	0.51	A	1.30	A	1.35	A	1.42	A

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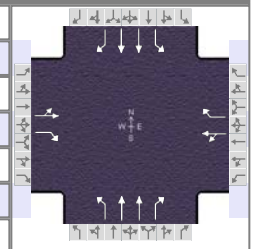
HCS Signalized Intersection Results Summary

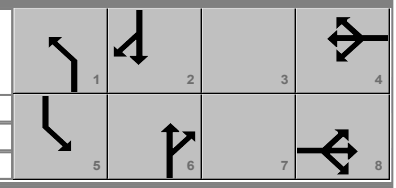
General Information				Intersection Information	
Agency	Palm Coast			Duration, h	0.250
Analyst	TPD/jd	Analysis Date	Jan 30, 2026	Area Type	Other
Jurisdiction	Palm Coast	Time Period	PM Peak Hour	PHF	0.94
Urban Street	US 1	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	US 1 & Royal Palms Pkwy	File Name	4b US 1 & Royal Palms Pkwy Projected PM Peak…		
Project Description	Projected PM Peak Hour				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	0	0	1	211	0	122	20	895	310	223	935	1

Signal Information			
Cycle, s	150.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	3.5	4.7	78.1	32.5	0.0	0.0
Yellow	5.9	5.9	5.9	5.5	0.0	0.0
Red	2.0	2.0	2.0	2.0	0.0	0.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8		4	1	6	5	2
Case Number		7.0		7.0	2.0	3.0	2.0	3.0
Phase Duration, s		40.0		40.0	11.4	86.0	24.0	98.6
Change Period, ($Y+R_c$), s		7.5		7.5	7.9	7.9	7.9	7.9
Max Allow Headway (*MAH*), s		3.0		3.0	2.9	0.0	2.9	0.0
Queue Clearance Time (g_s), s		2.1		25.2	3.7		18.1	
Green Extension Time (g_e), s		0.6		0.4	0.0	0.0	0.0	0.0
Phase Call Probability		1.00		1.00	0.59		1.00	
Max Out Probability		0.00		0.04	0.00		1.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h		0	1		224	130	21	952	330	237	995	1
Adjusted Saturation Flow Rate (*s*), veh/h/ln		0	1610		1361	1572	1810	1766	1598	1810	1724	1610
Queue Service Time (g_s), s		0.0	0.1		23.2	10.6	1.7	26.5	18.7	16.1	24.1	0.0
Cycle Queue Clearance Time (g_c), s		0.0	0.1		23.2	10.6	1.7	26.5	18.7	16.1	24.1	0.0
Green Ratio (*g/C*)			0.22		0.22	0.22	0.02	0.52	0.52	0.11	0.60	0.60
Capacity (*c*), veh/h			349		343	341	43	1839	832	194	2084	973
Volume-to-Capacity Ratio (*X*)		0.000	0.003		0.654	0.381	0.500	0.518	0.396	1.221	0.477	0.001
Back of Queue (*Q*), ft/ln (95 th percentile)		0	2		336	191	37	406	281	562	358	1
Back of Queue (*Q*), veh/ln (95 th percentile)		0.0	0.1		12.7	7.4	1.5	15.9	11.2	22.5	13.7	0.0
Queue Storage Ratio (*RQ*) (95 th percentile)		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh			46.1		55.1	50.2	72.4	23.6	21.7	67.0	16.5	11.7
Incremental Delay (d_2), s/veh		0.0	0.0		3.5	0.3	3.3	1.0	1.4	136.9	0.8	0.0
Initial Queue Delay (d_3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh			46.1		58.6	50.4	75.7	24.6	23.1	203.8	17.3	11.7
Level of Service (LOS)			D		E	D	E	C	C	F	B	B
Approach Delay, s/veh / LOS	46.1	D		55.6	E		25.1	C		53.2	D	
Intersection Delay, s/veh / LOS	40.8						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.46	B	2.46	B	1.91	B	1.90	B
Bicycle LOS Score / LOS	0.49	A	1.07	A	1.56	B	1.50	B

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HCS Two-Way Stop-Control Report

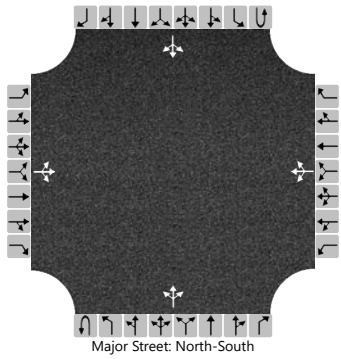
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W North
Jurisdiction	Palm Coast
East/West Street	Site D/W & Reston Pl
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		3	0	19		0	170	2		6	112	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				24			0				7		
Capacity, c (veh/h)			934				821			1477				1400		
v/c Ratio			0.00				0.03			0.00				0.00		
95% Queue Length, Q_{95} (veh)			0.0				0.1			0.0				0.0		
95% Queue Length, Q_{95} (ft)			0.0				2.5			0.0				0.0		
Control Delay (s/veh)			8.9				9.5			7.4	0.0	0.0		7.6	0.0	0.0
Level of Service (LOS)			A				A			A	A	A		A	A	A
Approach Delay (s/veh)	8.9				9.5				0.0				0.4			
Approach LOS	A				A				A				A			

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HCS Two-Way Stop-Control Report

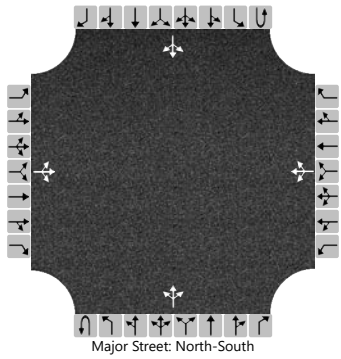
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W North
Jurisdiction	Palm Coast
East/West Street	Site D/W & Reston Pl
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		0	0	1		3	0	12		0	140	8		21	191	1
Percent Heavy Vehicles (%)		0	0	0		0	0	0		0				0		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.10	6.50	6.20		7.10	6.50	6.20		4.10				4.10		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.50	4.00	3.30		3.50	4.00	3.30		2.20				2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			1				16			0				23		
Capacity, c (veh/h)			837				792			1374				1430		
v/c Ratio			0.00				0.02			0.00				0.02		
95% Queue Length, Q_{95} (veh)			0.0				0.1			0.0				0.0		
95% Queue Length, Q_{95} (ft)			0.0				2.5			0.0				0.0		
Control Delay (s/veh)			9.3				9.6			7.6	0.0	0.0		7.6	0.1	0.1
Level of Service (LOS)			A				A			A	A	A		A	A	A
Approach Delay (s/veh)	9.3				9.6				0.0				0.9			
Approach LOS	A				A				A				A			

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HCS Two-Way Stop-Control Report

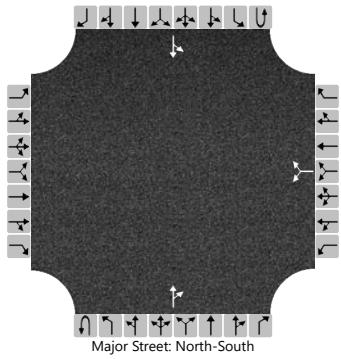
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W South
Jurisdiction	Palm Coast
East/West Street	Site Driveway South
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						39		5			167	12		1	116	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							48							1		
Capacity, c (veh/h)							697							1391		
v/c Ratio							0.07							0.00		
95% Queue Length, Q_{95} (veh)							0.2							0.0		
95% Queue Length, Q_{95} (ft)							5.0							0.0		
Control Delay (s/veh)							10.5							7.6	0.0	
Level of Service (LOS)							B							A	A	
Approach Delay (s/veh)						10.5								0.1		
Approach LOS						B								A		

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HCS Two-Way Stop-Control Report

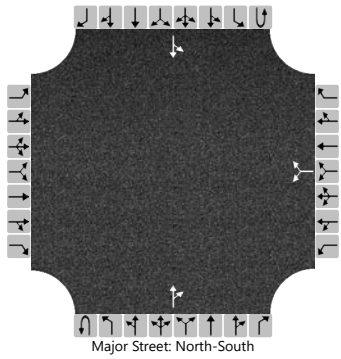
General Information

Analyst	TPD/jd
Agency/Co.	Palm Coast
Date Performed	01/30/2026
Analysis Year	2028
Time Analyzed	Projected PM Peak Hour
Intersection Orientation	North-South
Project Description	Red Mill Point #5537

Site Information

Intersection	Red Mill & Site D/W South
Jurisdiction	Palm Coast
East/West Street	Site Driveway South
North/South Street	Red Mill Drive
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						24		3			145	37		3	191	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.40		6.20						4.10		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.50		3.30						2.20		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							29							3		
Capacity, c (veh/h)							635							1387		
v/c Ratio							0.05							0.00		
95% Queue Length, Q_{95} (veh)							0.1							0.0		
95% Queue Length, Q_{95} (ft)							2.5							0.0		
Control Delay (s/veh)							10.9							7.6	0.0	
Level of Service (LOS)							B							A	A	
Approach Delay (s/veh)						10.9								0.1		
Approach LOS						B								A		

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APPENDIX F

Turn Lane Warrant Analysis

Palm Coast Turn Lane Technical Guidelines on November 10, 2020

The purpose of this document is to assist the City and design professionals regarding turn lane design as part of a development for a property accessing a City street. It determines:

a) when a turn lane is required to be built as a condition of access to the City street, and
b) the required dimensions of the turn lane.

These guidelines provide guidance for developers on what to expect for design and construction requirements on a roadway connecting to their driveway (entrance) when developing a property.

Turn lanes for left-turning and right-turning traffic are desirable for the safe execution of speed change maneuvers. Turn lanes also allow for the storage and protection of left-turning or right-turning vehicles while allowing through traffic to pass safely with minimal induced delay.

Deceleration lanes shall be provided at all intersection and/or access points adjacent to the project on all City-maintained and privately-maintained roadways as required by these guidelines. (Turn lanes along Flagler County owned roadways will be determined by Flagler County after receiving input from the City.) However, these guidelines shall not be construed in any manner to allow a left-turn lane and/or a right-turn lane into a project where such turning movement is not approved by the City.

All table values referenced in this document presume design of a single turn lane. The City will use the latest edition of the Florida Department of Transportation's (FDOT's) publication: "Standard Plans and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (commonly referred to as the "Florida Greenbook") as a design reference. The City will be the sole judge, when backed by engineering analysis, to define whether a multi-lane turn lane design is adequate in dimension.

Turn Volume Thresholds that Require the Addition of a Dedicated Left Turn Lane from the City Street

A left turn lane shall be provided at each access driveway of the project when a Left-Turning Vehicle (LTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the Average Annual Daily Traffic (AADT) from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Left Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	40 LTV/Peak Hour	35 LTV/Peak Hour	50 LTV/Peak Hour	40 LTV/Peak Hour
30 - 35 mph	30 LTV/Peak Hour	25 LTV/Peak Hour	35 LTV/Peak Hour	25 LTV/Peak Hour
40 + mph	20 LTV/Peak Hour	15 LTV/Peak Hour	25 LTV/Peak Hour	20 LTV/Peak Hour

Turn Volume Thresholds that Require the Addition of a Dedicated Right Turn Lane from the City Street

A right turn lane shall be provided at each access driveway of the project when a Right-Turning Vehicle (RTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the AADT from the City's bi-annual traffic counts and projected forward including background

traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Right Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	175 RTV/Peak Hour	150 RTV/Peak Hour	155 RTV/Peak Hour	120 RTV/Peak Hour
30 - 35 mph	120 RTV/Peak Hour	100 RTV/Peak Hour	100 RTV/Peak Hour	70 RTV/Peak Hour
40 + mph	70 RTV/Peak Hour	60 RTV/Peak Hour	60 RTV/Peak Hour	40 RTV/Peak Hour

Other Criteria

When a project's driveway meets at least 75% of the above thresholds for Peak Hour (Weekday AM, Weekday PM or Weekend Mid-Day) left or right turns and at least one of the following criteria is also present, the City, in its sole judgment, may require the developer to provide the turn lane.

1. Sight distance is limited due to curves or hills or other unalterable object.
2. The intersection or driveway is just after a signalized intersection where acceleration or driver expectancy would make a separate right turn desirable (this would also be the case downstream soon after a dual left-turn lane onto a four-lane roadway).
3. At least 50% higher than normal crash experience (or 33% above normal rear-end collisions) or the City has determined that this roadway section has a Level of Service (LOS) of D or lower.
4. Severe skewed angle of the intersection so that right-turn traffic has to slow more than would be expected for a 90-degree turn.
5. The turn-lane into the project occurs at an existing or proposed signalized intersection where adequate right-of-way exists or is available from the development.

Construction Timing

Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.

Turn Lane Design Standards

A turn lane shall consist of the following components: A taper and a full width lane length of a turn lane. The total length of the turn lane shall be the taper length plus the full width lane length.

A taper shall be the longitudinal length of a development of a lane from zero width to full width. Find the length of taper required in the tables below (See Sections *Left turn Lane Table* and *Right Turn Lane Table*).

Turn lane widths shall be a minimum of 11 feet on roadways where the posted speed is 40 mph or less (see exceptions in next sentence).

Turn lane widths, when turn lanes are required, shall be a minimum of 12 feet on roadways where at least one condition below is present:

1. Where the posted speed is 45 mph or greater.
2. With more than two lanes of opposing traffic.
3. With medians at least 16 feet wide separating opposing traffic lanes.

Turn lane length shall be measured along the lane segment constructed at full lane width. The required turn lane length of right turn lanes and left turn lanes exiting the City street shall be determined by choosing the greater of:

1. The minimum full width turn lane length. The minimum full width turn lane length shall be 75 feet.
2. The calculation of full width turn lane length based on conditions in the following tables. Total required full width turn lane length shall be the sum of the deceleration length dimension (See Left Turn Lane Table; See Right Turn Lane Table) plus the storage length dimension (see Storage Length Dimension Table - SLDT).

Shorter turn lanes will not be allowed except under special circumstances as approved by the City.

Storage Length Dimension Table For Unsignalized Intersections*

Largest Peak Hour Volume in Vehicles Per Hour (vph)	Storage Length (feet)*
Up to 25	30
26 to 50	50
51 to 75	75
76 to 100	100
Every additional increment, or partial increment, of 50 vph	75

**Per FDOT Greenbook*

Dimensions in the SLDT presume the traffic in the turn lane consists of less than 5% heavy vehicles (where a heavy vehicle is any vehicle longer than 34 feet including a trailer). If heavy vehicle percentage will be between 5% and 20% of turning vehicles, increase storage length by 20%. If heavy vehicle percentage will be greater than 20% of turning vehicles, increase storage length by 100%.

Left Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for left turn lanes are based on the speed limit of the road and are shown in the following table:

Left Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet)*
Up to 25	50	0	100% of SLDT Value
30	75	0	100% of SLDT Value
35	75	75	100% of SLDT Value
40	90	75	100% of SLDT Value
45	100	100	100% of SLDT Value
50	100	135	100% of SLDT Value

**For 2 Lane Roadways less than 5,000 ADT and for 4-Lane Roadways less than 10,000 ADT, reduce the 100% qualification to 70%.Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length.

Right Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for right turn lanes are based on the speed limit of the road and are shown in the following table:

Right Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet) Stop Condition	Length of Storage (feet) Free Flow
Up to 25	50	0	50% of SLDT Value	0
30	75	0	50% of SLDT Value	0
35	100	75	50% of SLDT Value	25% of SLDT Value
40	100	75	60% of SLDT Value	30% of SLDT Value
45	100	100	75% of SLDT Value	35% of SLDT Value
50 +	100	135	80% of SLDT Value	45% of SLDT Value

***Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length. Right turn lane lengths at traffic signal controlled intersections shall be based on queue lengths determined through an engineering traffic study.

Deviations

The City may grant a deviation from these guidelines in part or in whole after determining that any of the following conditions make compliance infeasible:

1. Right-of-way constraints do not permit the installation of the turn lane or to its full dimensions. This does not include cases where the developer is unwilling to provide the developer's own property from the development under consideration for additional right-of-way to construct or compensate for the turn lane.
2. Existing topographic or roadway geometric features would cause construction of the turn lane to be prohibitively expensive if constructed to standards.
3. Unusual roadway features would cause a turn lane to be detrimental to the health, safety and general welfare of the public. This could include a case where a right-turn lane could negatively impact bicyclists or pedestrians.
4. Such turn lane or in its full dimension would require removal of a specimen or historic tree as described in Section 11.02.04.A of the Land Development Code or significantly impact a high quality wetland.

Calculation Examples

Example 1

A 30 mph 2 lane 2-way road. AADT of 4,000. Heavy Truck percentage into property: 15%. Largest Peak Hour projected left turns: 32 vph. Largest Peak Hour Projected Right Turns 62 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 32 vph > 30 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 62 vph < 120 RTV threshold. No. Right turn lane is not required.

Calculate Left turn Length

See Left Turn Lane Table

For 30 mph,

Taper = 75 feet

Deceleration Length = 0 feet

SLDT for 32 vph = 50 feet

Truck factor for 5 to 20% trucks = 1.2

Full width length = 0 + (1.2 * 50) = 60 feet round up to nearest 10 feet → 60 feet

Final answer: Left turn lane length = 50 foot taper plus 60 feet full width lane = 110 feet.

Full width lane = 11 feet for 30 mph road with no special conditions.

Note: The transition from the typical two-lane width to the beginning of taper is covered in the FDOT Greenbook, which is referenced as the design guidelines for the transition.

Example 2

A 45 mph 4 lane road with divided median. AADT of 12,800. Heavy Truck percentage into property: 2 to 4%. Largest Peak Hour projected Left turns: 44 vph. Largest Peak Hour Projected Right Turns 164 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 44 vph > 20 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 164 vph > 40 RTV threshold Yes. Right turn lane is required.

Calculate Left turn Length

See Left Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 44 vph = 50 feet

Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 * 50) = 150 feet round up to nearest 10 feet → 150 feet

Final answer: Left turn lane length = 100 foot taper plus 150 feet full width lane = 250 feet.

Full width lane = 12 feet for 45 mph road

Calculate Right Turn Length

See Right Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 164 vph = 100 feet plus two units of 50 vph = 100 + (2.0*75) = 250 feet

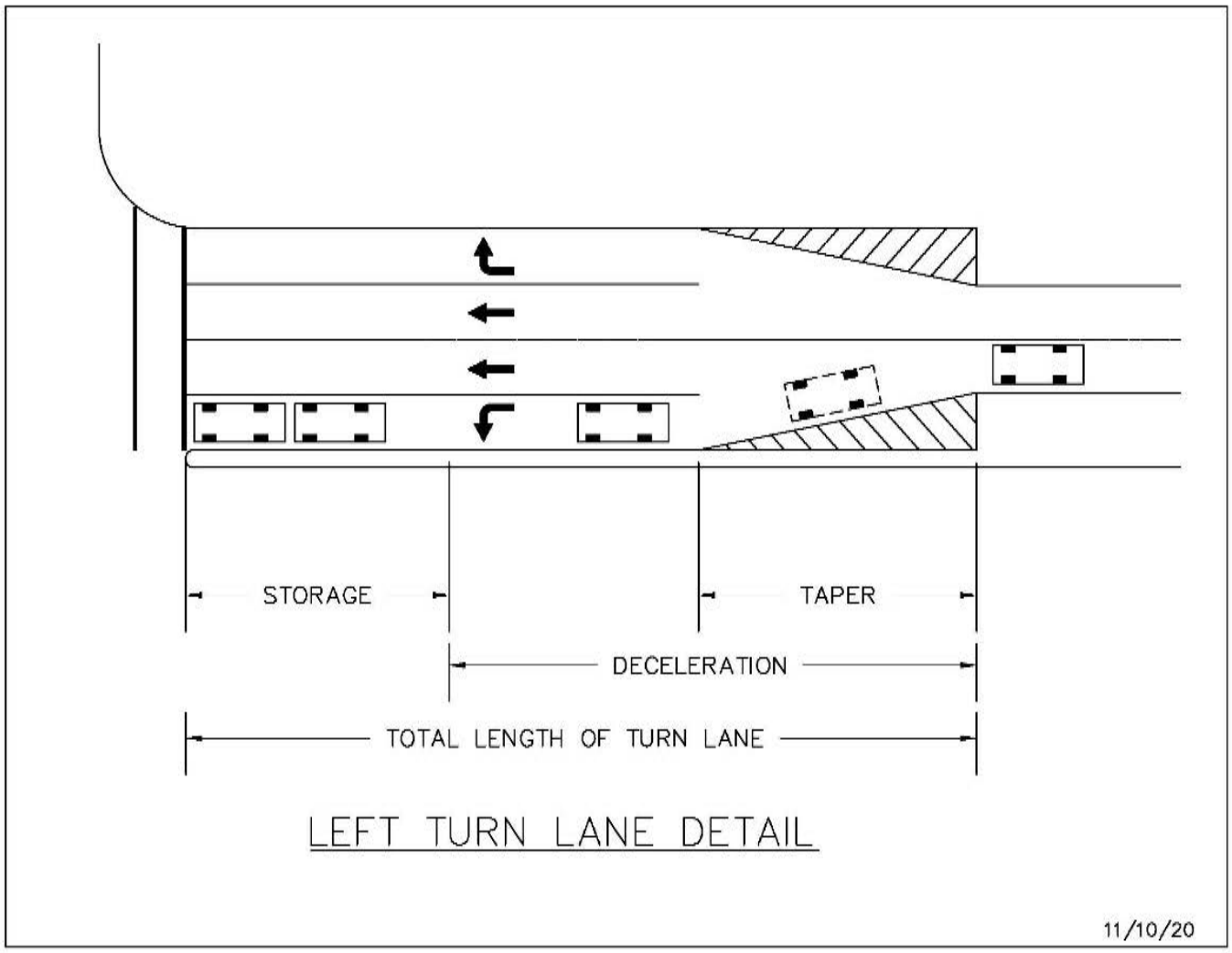
Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 *((0.75) * 250)) = 100 + 187.5 feet = 287.5 feet round up to nearest 10 feet -> 290 feet

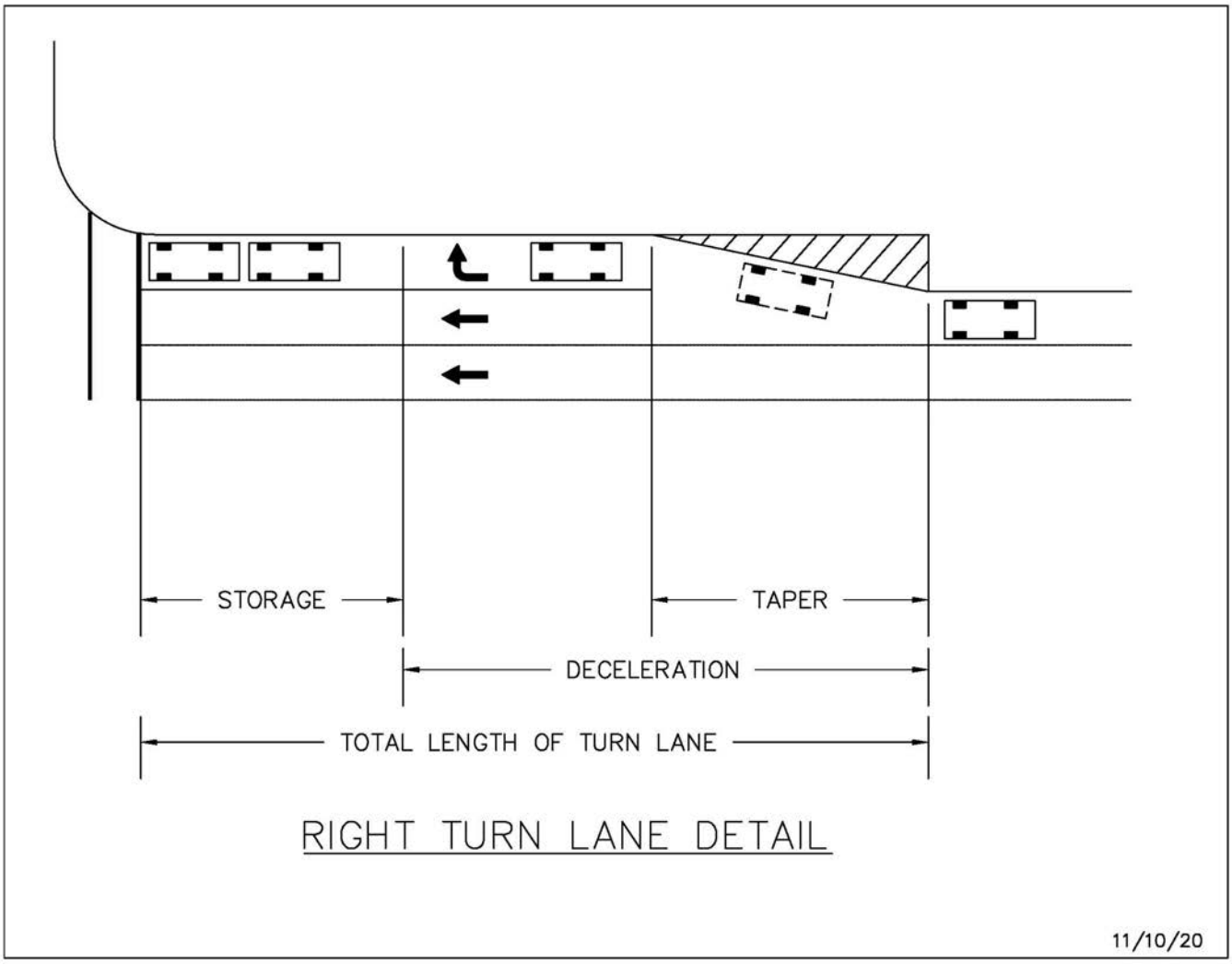
Final answer: Right turn lane length = 100 foot taper plus 290 feet full width lane = 390 feet.

Full width lane = 12 feet for 45 mph road.

Left Turn Lane Detail



Right Turn Lane Detail



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
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Diane A. Vidal, of counsel
Kareen Movsesyan

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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

June 25, 2026

RE: Parcel Identification Number 07-11-31-7033-0RP0F-0030
Red Mill Point, LLC

To Whom It May Concern:

Red Mill Point, LLC, a Florida limited liability company is the owner of approximately 35.41 acres located West of Rymfire Drive and East of N. State Street as further described on the attached **Exhibit "A".**

Currently, the owner has an application, application number #6212, into the City of Palm Coast to rezone the property from MFR-1 to MPD. Currently, the property has an approved Development Order with a Master Site Plan that was previously approved for 216 multifamily units. The intent of the application is to change the property's proposed ownership structure from multifamily condominiums to platted townhouse lots. The proposed MPD rezoning will cap the density to match the already approved 216 units approved by Technical Site Plan application number #4996. This request is subject to approval by the City Council, and has tentative public hearing dates scheduled as follows:

Planning and Land Development Regulation Board: August 19,2026 at 5:30pm.
City Council – First Reading: October 6, 2026 at 6pm.
City Council – Second Reading: October 20, 2026 at 9am.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, July 14, 2026, 2026 at 6:00 p.m. at the Cafeteria (Building #3) of Rymfire Elementary School, 1425 Rymfire Drive, Palm Coast, Florida 32164** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"


MILL DR
RED BARN DR
RESTON PL
N STATE ST
RED TOP LN
RED CLOVER LN
REGINA LN
REGENCY DR
REGENT LN
REYNOLDS PL
RYMFIRE DR

EXHIBIT "B"



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Christy Earls
Diane A. Vidal, P.A.*
Thomas R. Pycraft *

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Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

MEMORANDUM

TO: **CITY OF PALM COAST**

FROM: **MICHAEL D. CHIUMENTO III**

RE: **NEIGHBORHOOD MEETING SUMMARY/CONCERNS RAISED BY RESIDENTS**
RED MILL POINT, LLC
APPLICATION #6212

DATE: **JULY 21, 2026**

On Tuesday, July 14, 2026, we held the required neighborhood information meeting for the above referenced application. During the community meeting, residents identified the following primary concerns regarding the proposed development:

1. **Traffic**
   - Increased overall traffic volume.
   - Safety and operational concerns at nearby intersections.
   - Traffic conflicts involving nearby schools, including student and pedestrian safety.
2. **Environmental Impacts**
   - Protection of wetlands located on the property.
   - Preservation of existing vegetation, lakes, and other natural features.
3. **Density**
   - Opposition to the proposed number of residential units.
   - Requests that the overall density of the development be reduced.
4. **Dog Park**
   - Opposition to the inclusion of the proposed dog park.
5. **Discriminatory Comments**
   - One or more comments were made expressing opposition based on the race or skin color of prospective residents. These comments are noted solely as part of the meeting record and are not legitimate land-use considerations.
6. **Stormwater and Drainage**
   - Concerns regarding drainage.
   - Potential flooding impacts on adjacent properties.

7. **Property Values**
    - Concerns that the development could negatively affect surrounding property values.
8. **Employment and Commuting**
    - Concerns regarding additional population and increased commuting traffic associated with new residents traveling to work.
9. **Public Infrastructure**
    - School capacity and the ability of local schools to accommodate additional students.
    - Capacity of the wastewater (sewer) system.
    - Capacity and availability of potable water service.

This summary reflects the principal topics raised during the community discussion and is intended to identify the issues most frequently expressed by attendees. Attached please find the sign-in sheet from the meeting.

Red Mill Point, LLC

NEIGHBORHOOD MEETING – TUESDAY July 14, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
James Weikle	31 Regent Ln Palm Coast FL	6094339398	Chinob353@gmail.com
Liz Shanahan	73 Seattle	N/A	emashan@gmail.com
Elaine & Tom Lajoie	71 Red Mill Dr.	860-978-5625	thomasmlajoie@yahoo.com
Jim Goetsch	6 Red Fox Pl	386-313-3262	goetschjj@gmail.com
Rich Conner	10 Reston Pl	303-809-3809	RDConner@comcast.net
Melinda A. Guido	83 Red Mill drive	315-406-9464	hobbes1308@gmail.com
Dave M. Guido	83 Red Mill drive	315-730-0574	↓
Sonya Bock	66 Red Mill Dr.	815-791-2516	momabock@yahoo.com
Barbara Smith	29 Ryker La	386-986-0008	Barbrons@cfl.rr.com
Felipe Perin	5 Randall Pl	845.494-6792	Fperin@cfl.rr.com

Salvador Repollet	6 Randall PL.	386-313-2975	SREPOLLET@CFL.RR.COM
Marc Friedman / Elafriedman	10 Reindeer Lane	9542961407	marcfriedman2@aol.com
John Barry	27 Red Barn Dr	516-233-5551	Sbwall730@yahoo.com
GREGG Scott	21 Reynolds Pl	(386)338-7907	Scottmr386@gmail.com
Michael Henson	160 Lake Avenue	(386) 986 3787	mhenson@palmcoastgov.com
Helen F Dewey	87 Red BARN DR.	386-263-7195	DeweyFarm73@gmail.com
Dorothea + Tamara Gibson (Roberts) + children (2)	2 Reston PL 32164	(386)569-5531	Tamaragibson@aol.com

NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 30 day of July, 2026 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

1 (# of signs) signs have been posted on the subject property as described with **Application #** 6212

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

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

_____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas W. Davidson, 145 City Pl., Ste 301, Palm Coast, FL 32164
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028
SEAL

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

Please attach a photo of posted sign(s).


NOTICE OF PUBLIC HEARING


NOTICE OF PUBLIC HEARING

Michael Hanson, A.I.C.P

From: Michael Hanson, A.I.C.P
Sent: Monday, July 20, 2026 12:12 PM
To: Irene Schaefer; Phong Nguyen, PTP
Subject: FW: Red Mill point
Attachments: EA.pdf; UMAM Scores.pdf; TIA.pdf

Looping you in on the first public inquiry I received on Red Mill following the neighborhood meeting.

Michael Hanson, A.I.C.P
Senior Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3787
www.palmcoast.gov



From: Michael Hanson, A.I.C.P
Sent: Monday, July 20, 2026 12:00 PM
To: Barbrons
Cc: Michael Hanson, A.I.C.P
Subject: RE: Red Mill point

Good afternoon ma'am,

Thanks for your inquiry regarding the Red Mill Point MPD rezoning project. This MPD rezoning application is conceptual in nature and affects the underlying zoning of the land, if approved the applicant would then need to submit for a plat application to actually create the individual tracts and lots for the project.

Please see the embedded answers to your questions/statements below in *Italicized Red* text and the attached documentation as requested.

Have a great day.

Michael Hanson, AICP
Senior Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3787
www.palmcoast.gov



From: Barbrons <Barbrons@cfl.rr.com>
Sent: Sunday, July 19, 2026 7:22 PM
To: Michael Hanson, A.I.C.P <MHanson@palmcoastgov.com>
Subject: Red Mill point

Sent from my Galaxy

Sir after the meeting we spoke briefly. I understand you weren't anxious to answer my questions directly as you don't know me. *The neighborhood meetings are required by LDC Section 2.05.02 for the applicant/developer to host the meeting and discuss their projects with the neighbors. My place at them as staff is to answer process related questions pertaining to the rezoning application. I'm not sure exactly what questions you have in particular as I spoke with a number of residents that asked me questions that I assumed I had answered each question as it relates to the City.*

As a resident of this city of over 20 years I am concerned about the impact this development will cause. Personally I found all three of you evaded directly answering the questions asked. *As I mentioned, my role was to answer process related questions for the logistics of the rezoning application, and give dates for upcoming meetings, which I did during the meeting. Any technical related questions would pertain to the applicant/developer for their request as the project is an applicant requested application. That said you're more than welcome to attend any of the public hearings that are tentatively scheduled (I say tentatively as the applicant will have to complete public notice requirements found in LDC Sec. 2.05.03 prior to their items being heard) on:*

- *August 19th, 2026, for the Planning and Land Development Regulation Board at 5:30pm.*
- *October 6th, 2026, for City Council 1st Reading at 6pm.*
- *October 20th, 2026, for City Council 2nd Reading at 9am.*

Each of these meetings will be at the City Council Chambers at 160 Lake Avenue, Palm Coast, FL 32137. Additionally, if you are unable to physically attend, you can prepare written public participation that can be sent to PLDRB@palmcoastgov.com for the Planning Board meeting, or CityClerk@palmcoastgov.com for the City Council meetings. We ask that any public participation emailed in, be sent at least 24 hours before the public hearing to give time for the recording secretary to ensure that it is with the application's file so that the appointed and elected officials can see it. Additionally, both the Planning Board and City Council meetings can be streamed online at the City's YouTube Channel live or after the meetings so if you'd like to watch and unable to attend, or if you attend and wanted to go back and see it again.
Agendas for these meetings will be posted at Planning and Land Development Regulation Board Meetings and City Council Meetings, when they are available, approximately a week before the item is scheduled to be heard.

Upon reviewing the package we were given, several. Items disturb me. *Questions relating to the packet of slides the developer provided should be directed to the applicant Michael Chiumento (michael3@legalteamforlife.com) or the development manager Chuck Thompson (cthompson@northportusa.com) as that document was prepared by the developer for the purposes of the neighborhood meeting.*

First this so called study is several years old. The 2 lakes aren't shown as the resident stated. *I'm not entirely sure what the individual meant when he said "two lakes", there is a canal system on the rear boundary of the*

property. Here's a screenshot of a recent aerial map showing the subject property highlighted in a light blue-teal color.



Second. Where is last years traffic study , as indicated in the packet *Please see attached Transportation Impact Analysis (TIA) to this email, this is a 14mb sized file, so if it doesn't come through on the email to you let me know and I'll provide an alternative route for you to get access to it.*

Third. Has an environmental study been done. If so where is it . Has anyone considered the additional pollution from 400 more vehicles. Flooding sewage . Again the gentleman who works for the developer hedged his answer. *Please see the attached Environmental Assessment (EA) and UMAM Scores sheets.*

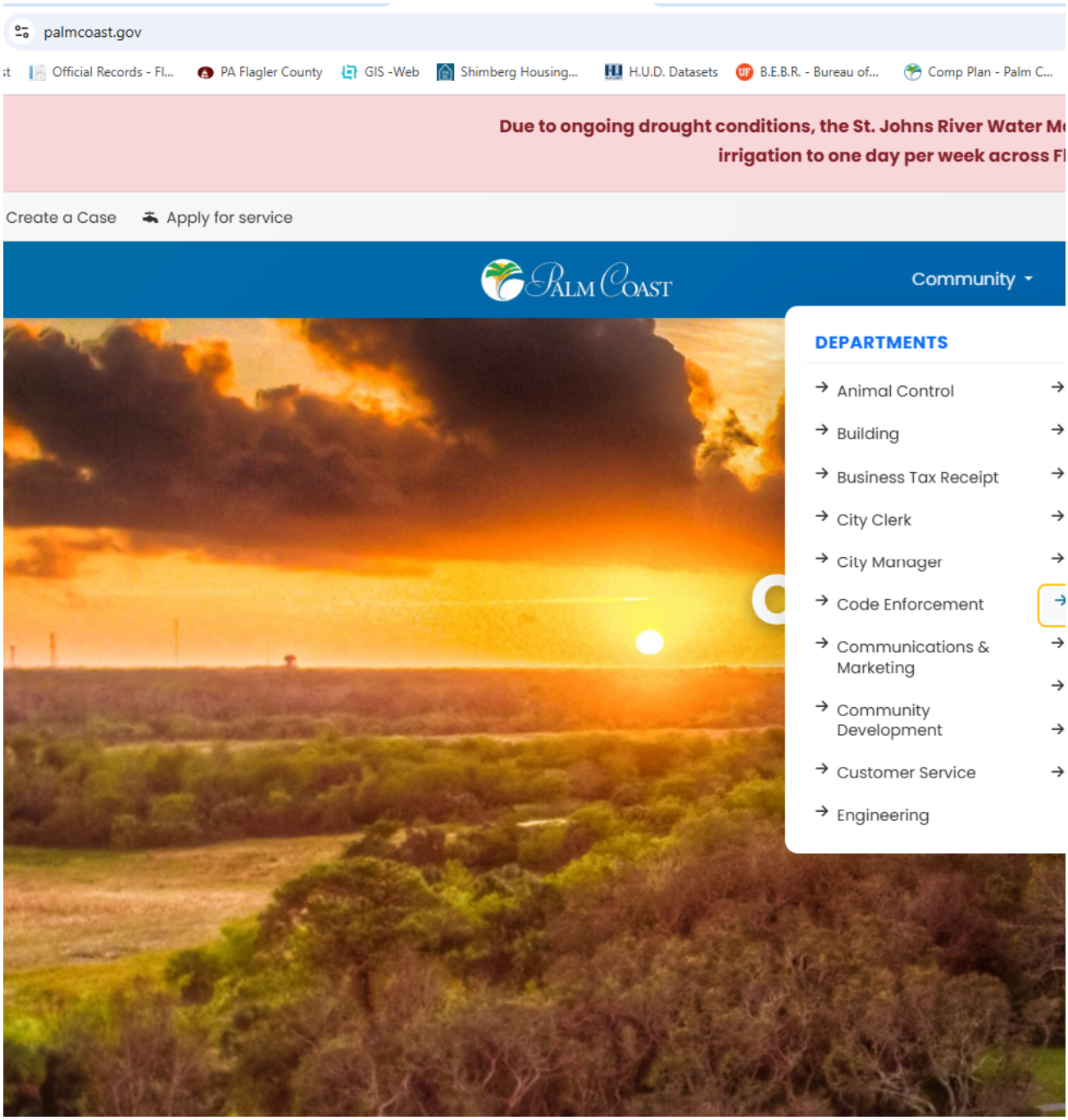
Fourth. The so called dog park public area should not be infront ofthe development. If a dog park will be built, let it be inside the complex *The applicant's intent for the dog park is to provide a public benefit, as the*

concept plan shows the design is for people walking along Red Mill Drive or from within the project to walk to access the proposed dog park. Locating the proposed dog park interior of the site would likely have the affect of it having no outside utilization as it would not be visible. Ultimately the design is up to the developer as long as it meets the code requirements, so it may be more practical to reach out to the applicant/developer on its potential location.

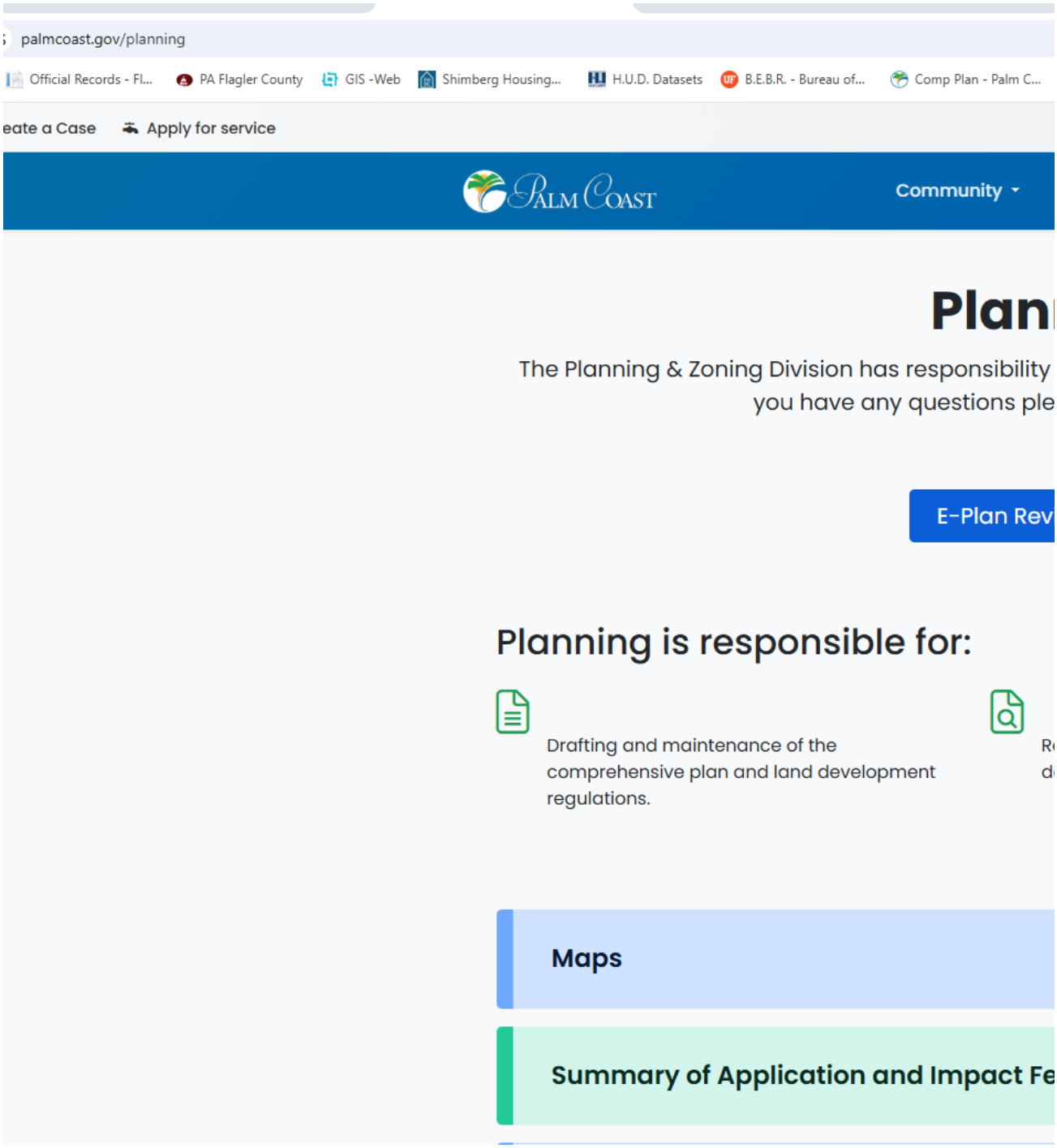
Fifth The access and egress on Red Mill is unacceptable, as residents who live directly across or down the street will be hampered by all the cars delivery trucks etc, entering any exiting the development. *Red Mill Drive is the only road available to the subject property as it is bordered by Red Oak Place to the north, Regency Drive to the south, and the existing canal system to the east. Please note that the access points were previously approved during the project's previous approval by City Council when it was being considered as a multi-family residential development. Developments with 100 or greater units are required to have two points of access from the project.*

As a resident, I am now requesting you to forward to me any and all recent surveys and studies done, as the packet didn't include them. We have every legal right to read and review these studies, and I would appreciate them prior to the August planning meeting. *Due to the size of all the applicant's submitted files, they will not all fit through an email, so I'll provide you with step-by-step instructions on how to access the requested documents yourself as a member of the public….*

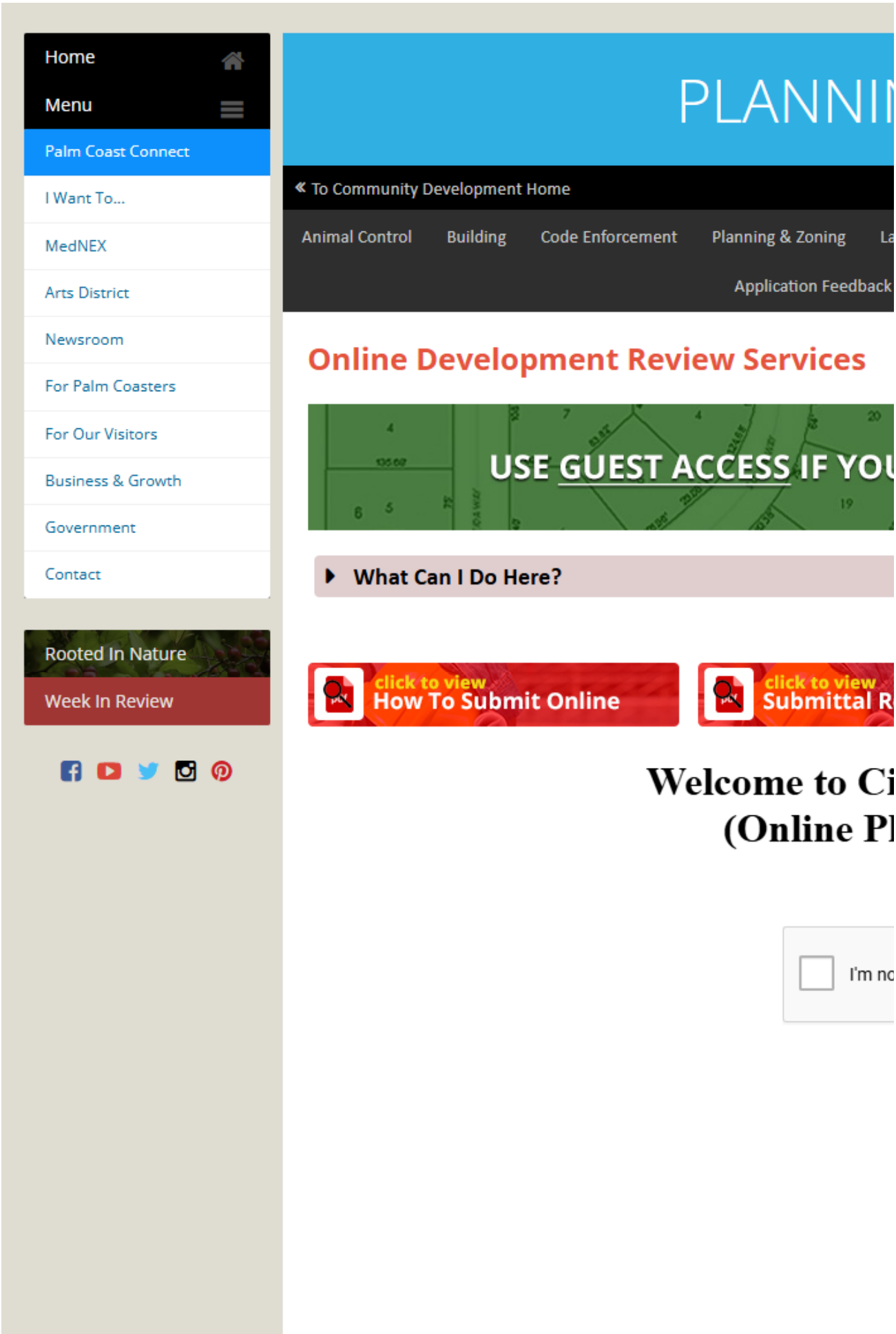
1. *Navigate an internet browser to the City's Home Page.*
2. *From there, hover your mouse over Departments and click on "Planning and Zoning"*



3. *On the Planning and Zoning webpage, click on "E-Plan Review"*



4. *Click on the "I'm not a robot" button*


Home
Menu
Palm Coast Connect
I Want To...
MedNEX
Arts District
Newsroom
For Palm Coasters
For Our Visitors
Business & Growth
Government
Contact
Rooted In Nature
Week In Review
PLANNI
To Community Development Home
Animal Control
Building
Code Enforcement
Planning & Zoning
Application Feedback
Online Development Review Services
USE GUEST ACCESS IF YOU
What Can I Do Here?
click to view
How To Submit Online
click to view
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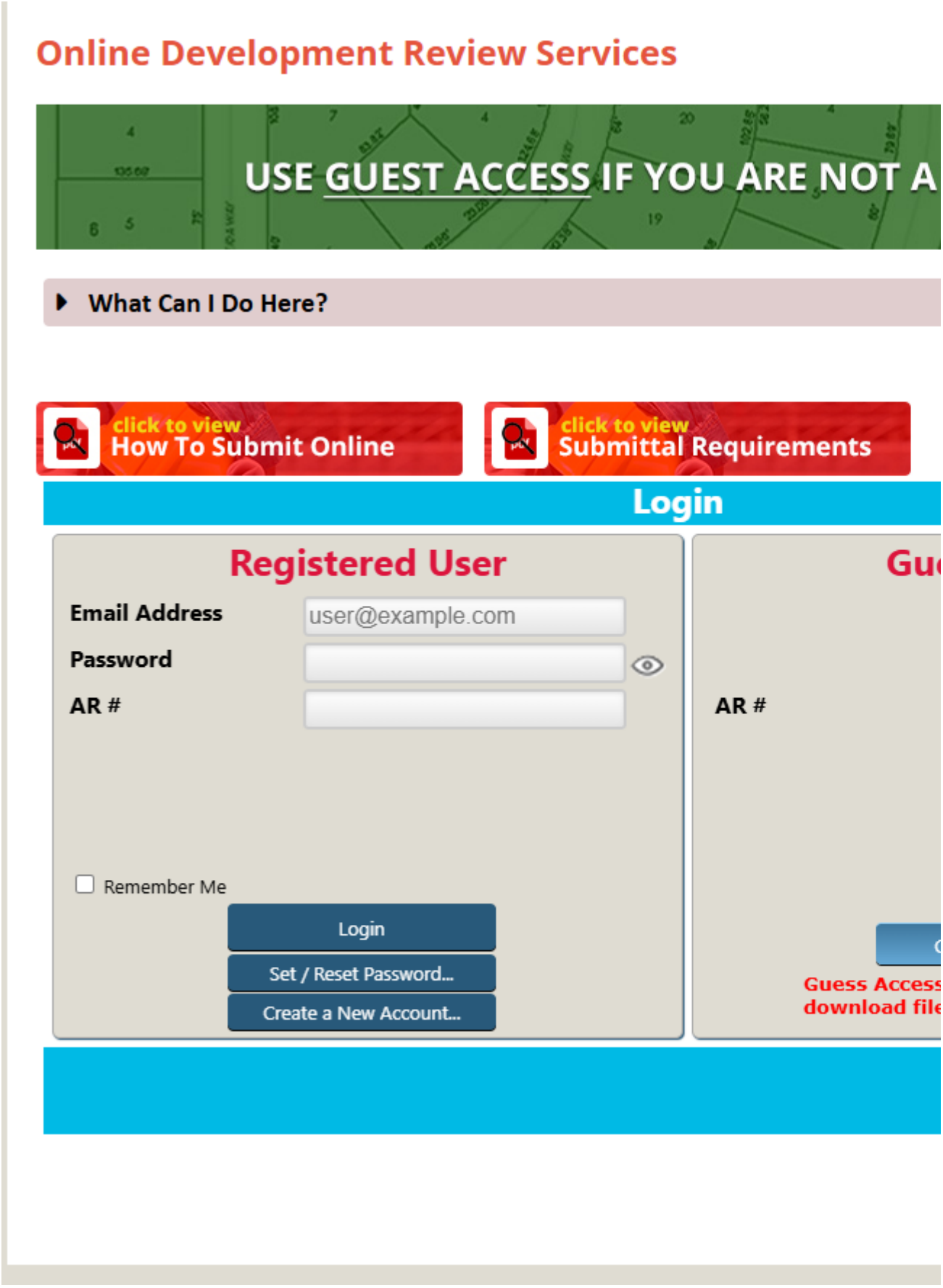
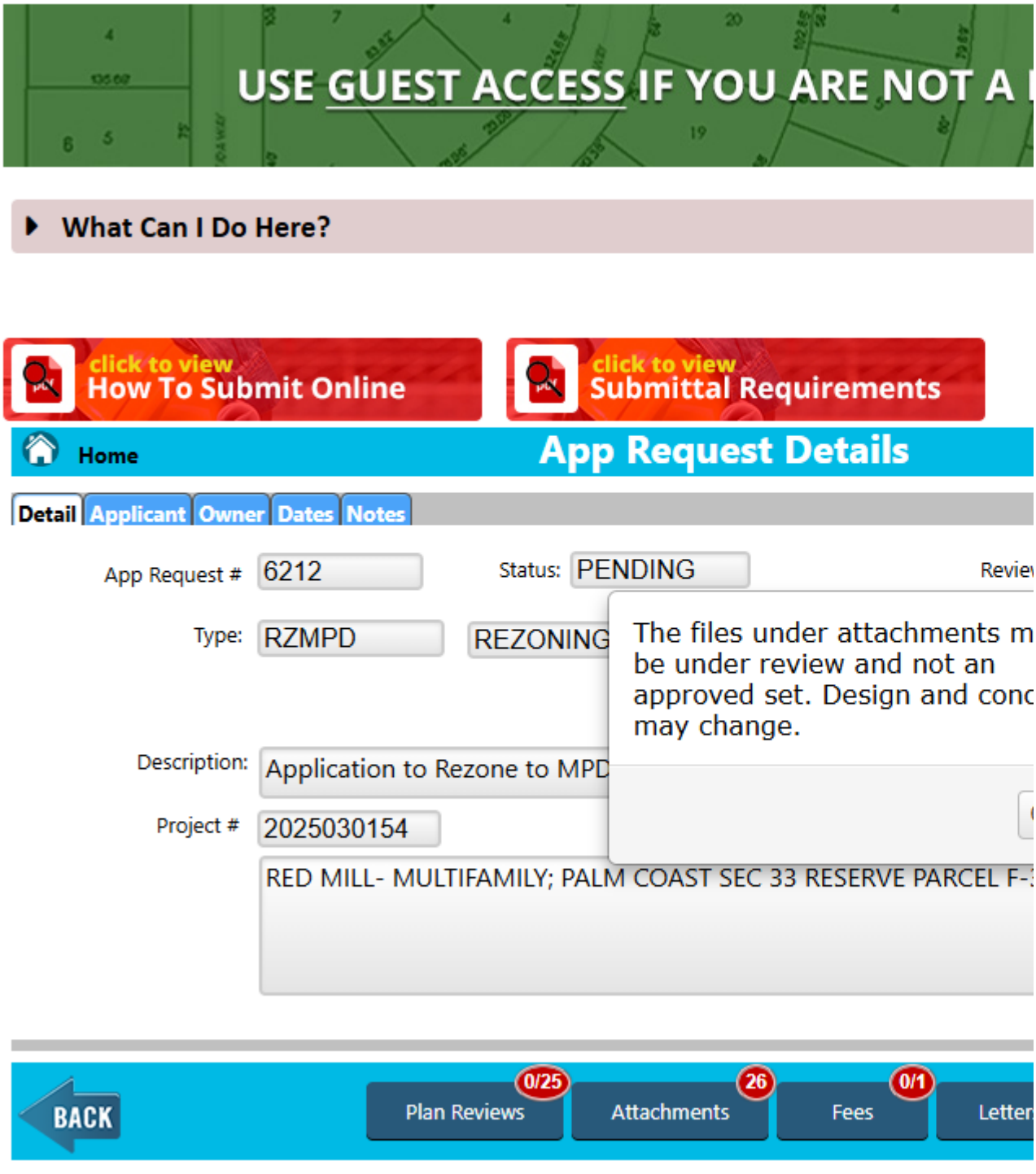
5. *Type in the Redmill Point Project's AR# of 6212 into the box under Guest Access, then click on "Continue as Guest"*



6. *On the next page, they'll be a pop-up that says the attached files may be under review and are not approved. Click on the "OK" button*

Online Development Review Services



7. *From here you can click on "Attachments" to see all the documentation submitted through the E-Portal system by the applicant and view it on your own computer or save copies of files. Please note that newer documents appear towards the end of the submitted documents. There are blue colored arrows to navigate through the pages of submitted files.*
8. *Additionally, you can review project Comment Letters or Application Deficiency Letters (which they had to address to move on in the review process.*

This development will not only devalue the homes directly across and down the streets . It will overload a street that cannot handle the extreme additional traffic, and God knows how the environment will be affected.

Your cooperation in providing myself and others with the above data is appreciated. *You're most welcome. At the end of the day, we're here to safeguard the public trust, however, we are bound to act within the confines of State Statute, the Comprehensive Plan, and our Land Development Code. As a reminder the applicant already has a current development order approving 216 multifamily units (approved by City Council at their meeting on January 4th, 2022 – and the development order has been extended to get them to the current application request). The current request does not increase the density of the previous approval, but would allow the approved units to be platted to be fee-simple lots and owned by the individuals living in them rather than as rental properties.*

If you have questions or can't provide me with the data requested, please contact me at
386 986 0008

Thank you
Barbara RonsSmith

Instrument No: 2023031127 7/20/2023 11:00 AM BK: 2797 PG: 1843 PAGES: 5 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared By:
Community Development Department
City of Palm Coast
160 Lake Avenue, Suite 135
Palm Coast, FL 32164

Return To:
City Clerk
City of Palm Coast
160 Lake Avenue, Suite 225
Palm Coast, FL 32164

Reserved for Recording Information:

CITY OF PALM COAST

TECHNICAL SITE PLAN WITH MASTER PLAN DEVELOPMENT ORDER APPROVAL

RED MILL POINTE

Unofficial Copy

On May 23, 2023, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

35.41 AC PALM COAST SEC 33 RESERVE PARCEL F-3 OR 553 PG 1539 OR 846 PG 1588-CD OR 984 PG 1608 OR 1292 PG 679 OR 1364/1515 OR 1622/1965 OR 1887/91 OR 2023/551

(The afore described property description has been provided to the City of Palm Coast by the owner of the afore described property.)

FINDINGS OF FACT

Property Owner: RED MILL POINTE, LLC
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819

Project Name: RED MILL POINTE
Project No.: 2007030016
Application Type: TECHNICAL SITE PLAN WITH MASTER PLAN
Application No. 4996

Requested Development Approval: Site Plan Approval for RED MILL POINTE MULTIFAMILY TOWNHOMES (in accordance with stamped approved plans)

Zoning Classification: MFR-1
FLUM: Mixed Use

Parcel #:07-11-31-7033-0RP0F-0030

Parcel Acreage: 35.41 AC

Site S.F.: 25,639.337

SITE DEVELOPMENT DATA

Building Use: Residential Townhomes

Bldg Height: 35'

Total Bldg Square Footage: 5.04 AC

Number of Bldgs: 33

Phase 1: 60 Units; Phase 2: 88 Units; Phase 3: 68 Units

Total Units: 216

(Use table only for Multi-Family Apartments)

Bldgs Numbers: 33	Units per Bldg:
Phase 1 - 9 Bldgs	60 Units
Phase 2 - 13 Bldgs	88 Units
Phase 2 - 11 Bldgs	68 Units

Amenity Center: 2,583

Parking Provided: Standard Spaces 506 (Single Garage Unit-189: Double Garage Units-54: Driveway Parking-216: Roadside Parking 34: Amenity Parking: 13)

Total Parking Spaces: 506

ADA Spaces: 39 Master Down Units + 9 Spaces throughout the site.

Impervious Surface Ratio (ISR): 29%

Pervious/Open Space: 71%

Unofficial Copy

CONCLUSIONS OF LAW

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the afore described property.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The afore mentioned application for Development Approval is **GRANTED**.

(2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.

(3) Issuance of a Development Permit or Development Order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(4) The conditions upon this development approval and the commitment made as to this development approval, which have been accepted by and agreed to by the Owner of the property is as follows:

PLENG - PLANNING ENGINEER
Comments:
Marked INFORMATION By: DENNIS R. LEAP, P.E. - (386)986-2482 - DLEAP@PALMCOASTGOV.COM
Sidewalk Fund Contribution (Informational Comment)
1. The contribution to the sidewalk fund is $51,226. The fee is based on the frontage along Red Mill Drive of 1,563.6 LF – 100 LF for the driveway widths = 1,463.6 LF for sidewalk fund length. The sidewalk fund contribution is $35/LF * 1,463.6 LF for sidewalk fund length = $51,226 for total sidewalk fund contribution. The payment into the sidewalk fund would be required prior to issuance of the Site Development Permit.

(5) This Development Order touches and concerns the afore described property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or in part by action of the City of Palm Coast by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

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

(7) The Development Order shall remain valid for a period of twelve (12) months from the date of issuance. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, this Development Order will expire. The Development Order

Unofficial Copy

may be extended, upon request, during the period of three (3) months before the expiration of the valid period. Staff may approve an extension not to exceed twelve (12) months. A maximum of three (3) extensions may be granted provided the development has a valid Certificate of Concurrency.

(8) No construction of any TYPE shall commence until a mandatory pre-construction meeting has been conducted with City Staff.

(9) Utility fees and applicable agreements shall be executed prior to issuance of a Site Development permit.

(10) All required federal, state, county, and/or local permits shall be acquired prior to construction.

(11) All projects located in Special Flood Hazard Area "A" or "AE" zone(s) shall meet Chapter 10.02, Unified Land Development Code and Chapter 15, Code of Ordinances regarding Flood Damage Protection regulations. These building(s) and associated utilities will require elevation certificates at all three stages (construction drawing, building under construction and final construction) at building permit.

(12) This Development Order satisfies the concurrency requirements for transportation, parks & recreation and fire. This Development Order is limited to the land uses and associated development as listed below:

Description: Multi-Family Apartments; Unit Amount: 216

Concurrency shall remain valid with the life of this Development Order.

Unofficial Copy

Done and Ordered on the date first written above.
As approved and authorized for execution by the
City of Palm Coast staff, through administrative review.

Attest:

Kaley Cook, Deputy City Clerk

City of Palm Coast, Florida

Ray Tyner, Deputy Chief Development Officer

____ Sign and Return
__✓_ Sign and Record

Development Order Affidavit

OWNER'S CONSENT AND COVENANT:

Project Name: RED MILL POINTE
Application Type: TECHNICAL SITE PLAN WITH MASTER PLAN
Application No.: 4996

COMES NOW, RED MILL POINTE, LLC, 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, and conditions, and commitments set forth in this Development Order. Affiant states that he/she accepts the findings, as outlined in this Development Order, and further states that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing the said Development Order for RED MILL POINTE:

Unofficial Copy

RED MILL POINTE, LLC
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819

Authorized Signer

ACKNOWLEDGEMENT

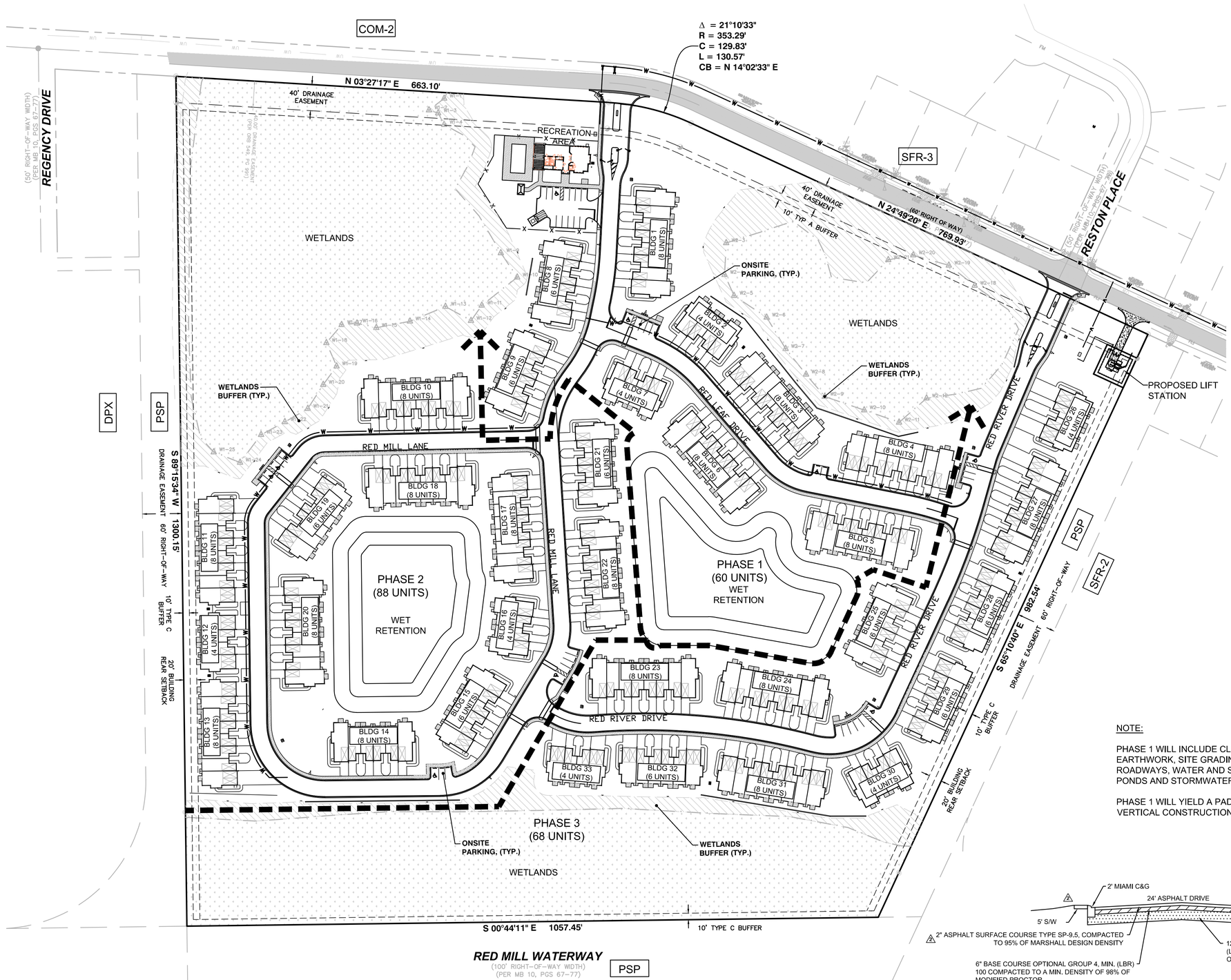
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or _ online notarization, this 23rd day of May, 2023, by Robert Kociecki of RED MILL POINTE, LLC who is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of May, 2023.

Notary Public State of Florida
Janet Oetterer
My Commission HH 072972
Expires 12/16/2024

Notary Public



cph N

80 0

Graphi

COPC APPROVED: 6/6/2023
APP REQ #: 4996

SITE DATA:

PARCEL ID: 7-11-31-7033-0RP0F-0030
ZONING: MFR-1
FUTURE LAND USE: MIXED USE
PROPOSED USE: R2 APARTMENTS (2)
TOTAL SITE = 35.41 AC
WETLAND AREAS= 10.208 AC 28.8%
IMPERVIOUS AREA = 10.27 AC 29.0%
- CONC S/W = 0.54 AC
- BUILDING = 5.04 AC
- BLDG S/W = 0.29 AC
- CONC DRIVEWAY = 2.19 AC
- ASPHALT ROADWAY = 1.99 AC
- ASPHALT PARKING = 0.16 AC
- LIFT STATION = 0.06 AC

FLOOD ZONE: X
TOTAL UNITS = 216
- PHASE 1 = 60 UNITS
- PHASE 2 = 88 UNITS
- PHASE 3 = 68 UNITS

MAX. BUILDING HEIGHT = 35'
PARKING
- REQUIRED = 2 SPACES/UNIT
- 216 UNITS x 2 =432 SPACES
- PROVIDED PARKING
  - SINGLE GARAGE UNITS = 189 SPACES
  - DOUBLE GARAGE UNITS = 27 = 54 SPACES
  - DRIVEWAY PARKING (1 SP/UNITS) = 216
  - ROAD SIDE PARKING = 34 SPACES
  - AMENITY PARKING = 13 SPACES
  - TOTAL PROVIDED = 506 SPACES

ADA PARKING
- 39 MASTER DOWN UNITS W/ 13' WIDE DRIVEWAYS FOR HC PARKING
- 2% OF REMAINING UNIT PARKING AND ONSITE PARKING = 9 SPACES (PROVIDED THROUGHOUT THE SITE)

REQUIRED RECREATION AREA
- 216 UNITS x 2.5 PERSONS/UNIT = 540
- 540 PERSONS/1000 PERSONS x 8 ACRES
- = 4.32 ACRES REQUIRED RECREATION
  - ACTIVITY BASE = 2.70 ACRES
  - RECREATION BASED = 1.62 ACRES

PROVIDED RECREATION AREA
- ACTIVITY BASED = 2.86 ACRES
- SIDEWALK AREA = 0.54 ACRE
- AMENITY AREA = 0.98 ACRE
- RECREATION BASED = 9.81 ACRES

UTILITY SERVICES

WATER	CITY OF PALM COAST
WASTERWATER	CITY OF PALM COAST
ELECTRIC	FLORIDA POWER & LIGHT
TELEPHONE	AT&T
CABLE	SPECTRUM

NOTE:

PHASE 1 WILL INCLUDE CLEARING, CUT & FILL EARTHWORK, SITE GRADING AND CONSTRUCTION OF ALL ROADWAYS, WATER AND SEWER UTILITIES, RETENTION PONDS AND STORMWATER.

PHASE 1 WILL YIELD A PAD READY PRODUCT FOR VERTICAL CONSTRUCTION OF SUBSEQUENT PHASE 2 & 3.

TYPICAL ROADWAY SECTION
N.T.S.

No.	Date	Revision
3		
2		
1	10/7/22	CITY / SJRWMD REVIEW COMMENTS
0	8/9/22	CITY / SJRWMD REVIEW COMMENTS

cph
www.cphcorp.com
A Full Service A & E Firm
520 Palm Coast Pkwy. SW, Suite 200
Palm Coast, FL 32137
Ph: 386.445.6569

© 2023

Plans Prepared By:
CPH, LLC.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

JASON R. KELLOGG, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE No. 56952. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON R. KELLOGG, P.E. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Jason R Kellogg
2023.03.20 15:28:54-04'00'
JASON R. KELLOGG, P.E.
REG# 56952

Designed by:	J. KELLOGG
Drawn by:	B. BENARD
Checked by:	J. KELLOGG
Date:	4/29/21
Job No.	B21701

RED MILL POINTE

PALM COAST/ FLAGLER COUNTY/ FLORIDA

OVERALL SITE PLAN

Sheet No. 3.0

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
H.3

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX A FUTURE LAND USE MAP (FLUM) AMENDMENT FOR 331.1+/- ACRES TO INCREASE THE MAXIMUM NUMBER OF DWELLING UNITS FROM 416 TO 743 AND AMENDING THE RESIDENTIAL AND CONSERVATION AREAS IN THE SUBJECT AREA

Presenter: **Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Planning Manager**

Attachments:

1. Presentation
2. Ordinance
3. Exhibit A to Ordinance
4. Exhibit B to Ordinance
5. Staff Report
6. Current FLUM
7. Proposed FLUM
8. Current Zoning
9. Application and Applicant Response
10. Preliminary Environmental Summary Assessment
11. Traffic Impact Assessment
12. Neighborhood Meeting Summary
13. Affidavit for Posting Property

Background:

The proposed FLUM amendment will increase the number of permitted dwelling units within the Seminole Trace Planning Area (formerly known as Cascades) from 416 to 743. Additionally, the proposed FLUM will rearrange the conservation and residential areas within the planning area. The FLUM amendment has a companion zoning map amendment requesting the subject area be rezoned from Single Family Residential-1 (SFR-1) and Preservation (PRS) to Master Planned Development (MPD) with a Development Agreement.

The proposed amendment was reviewed for the following:

Analysis of the proposed amendment's impacts on public facilities and infrastructure. Staff prepared an analysis of impacts on public facilities based on the current maximum development potential (416 units) against the proposed maximum development potential (743 units). As expected, the analysis shows net

increases in the demand for public services and infrastructure. The increases will not cause any of the public services and infrastructure to fall below the adopted Level of Service.

• Impacts on the environmental/cultural resources. The proposed amendment will not have impacts on any significant environmental or cultural resources.
• No anticipated negative impacts on the local topography or prevent the proposed development permissible within the FLUM designation.
• Small area of project is within Special Flood Hazard Area.
• Any wetland impacts will be permitted through SJRWMD and FDEP
• Site is not within an aquifer recharge area or within a wellhead protection zone(s).
• No impact to historic or cultural assets
• No change on need for endangered species report

Compatibility with surrounding land uses. The proposed FLUM designations are generally consistent with the surrounding properties.

Finally, the proposed amendment is consistent with comprehensive plan policies regarding:

• Efficient land use patterns and not increase cost of providing and maintaining public facilities
• Encourage development in areas with available public facilities, infrastructure, and services.
• Designate urban densities and intensities in areas where planned or existing capacities are available

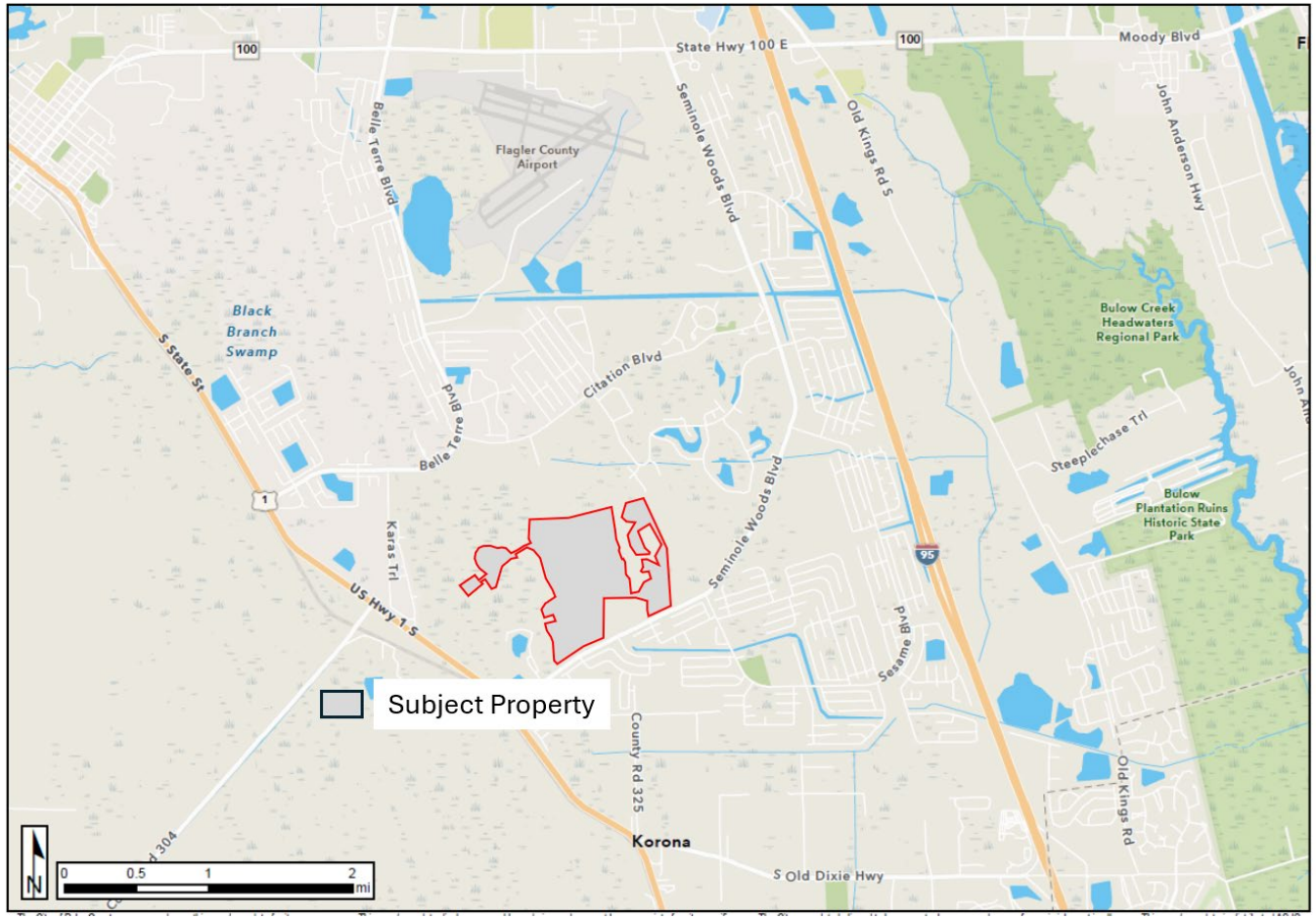
This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD HELD A PUBLIC HEARING ON AUGUST 19 AND RECOMMENDED THAT CITY COUNCIL APPROVE/DENY THE PROPOSED FLUM AMENDMENT. STAFF WILL PROVIDE THE OUTCOME AT THE CITY COUNCIL PUBLIC HEARING.

City Council
Public Hearing
September 1, 2026

Seminole Trace
FLUM and Zoning Map Amendment
AR # 6418 & 6419

BACKGROUND



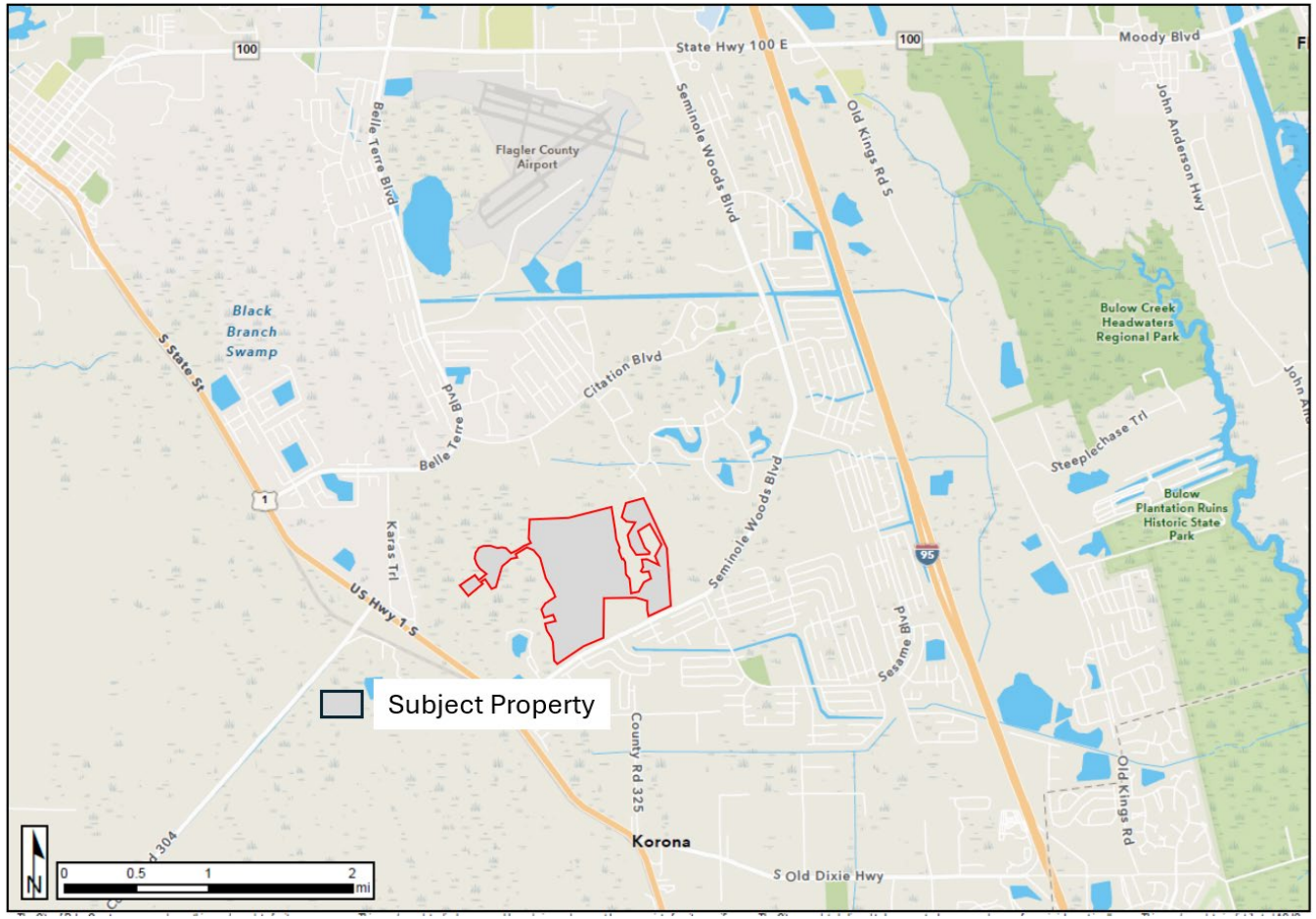
Owner: Byrndog PCP, LLC and KL Seminole Trace, LLC

Site Size/Location:

- ±331 acres
- Generally located about ½ mile north of US-1 and Seminole Woods Blvd. intersection

Palm Coast

BACKGROUND



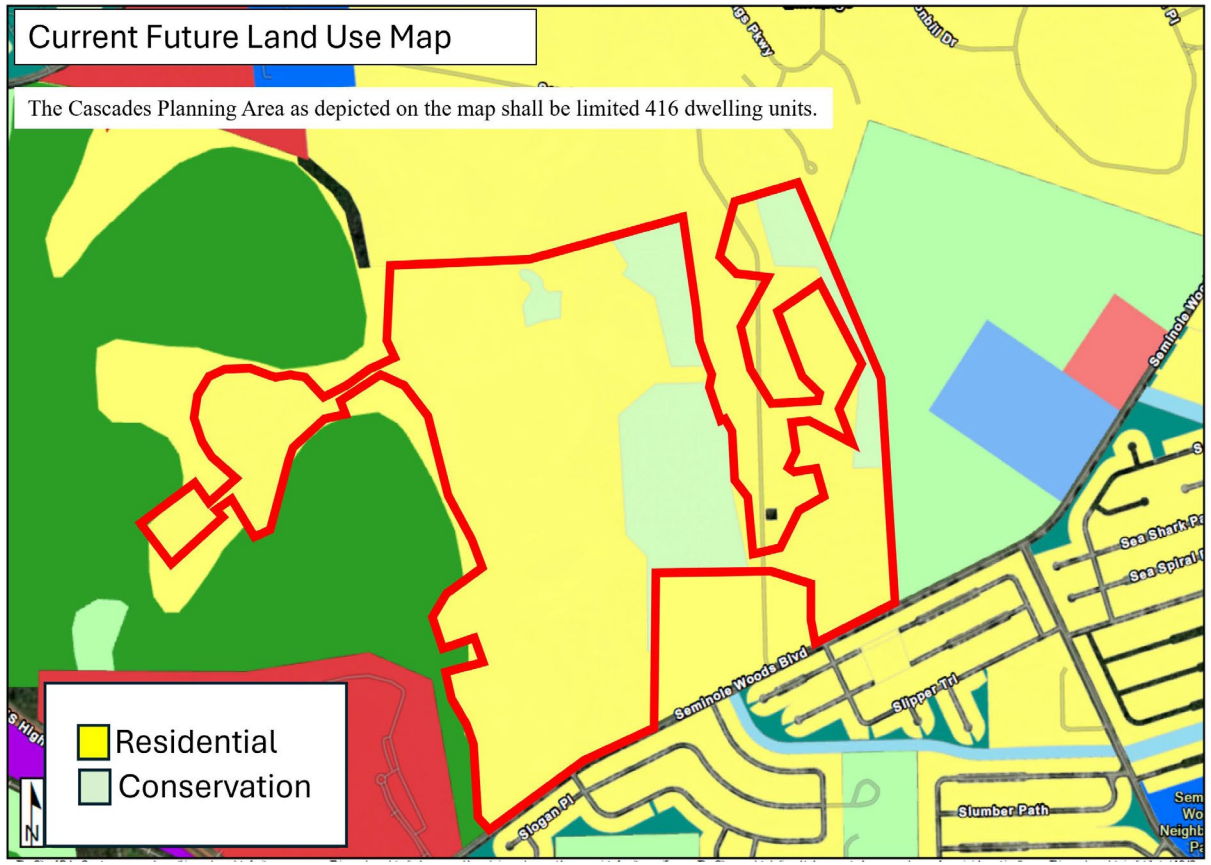
FLUM Amendment: Increase Maximum Number of Residential Units from 416 dwelling units to 743 dwelling units and redesignate the Residential and Conservation areas in the subject area

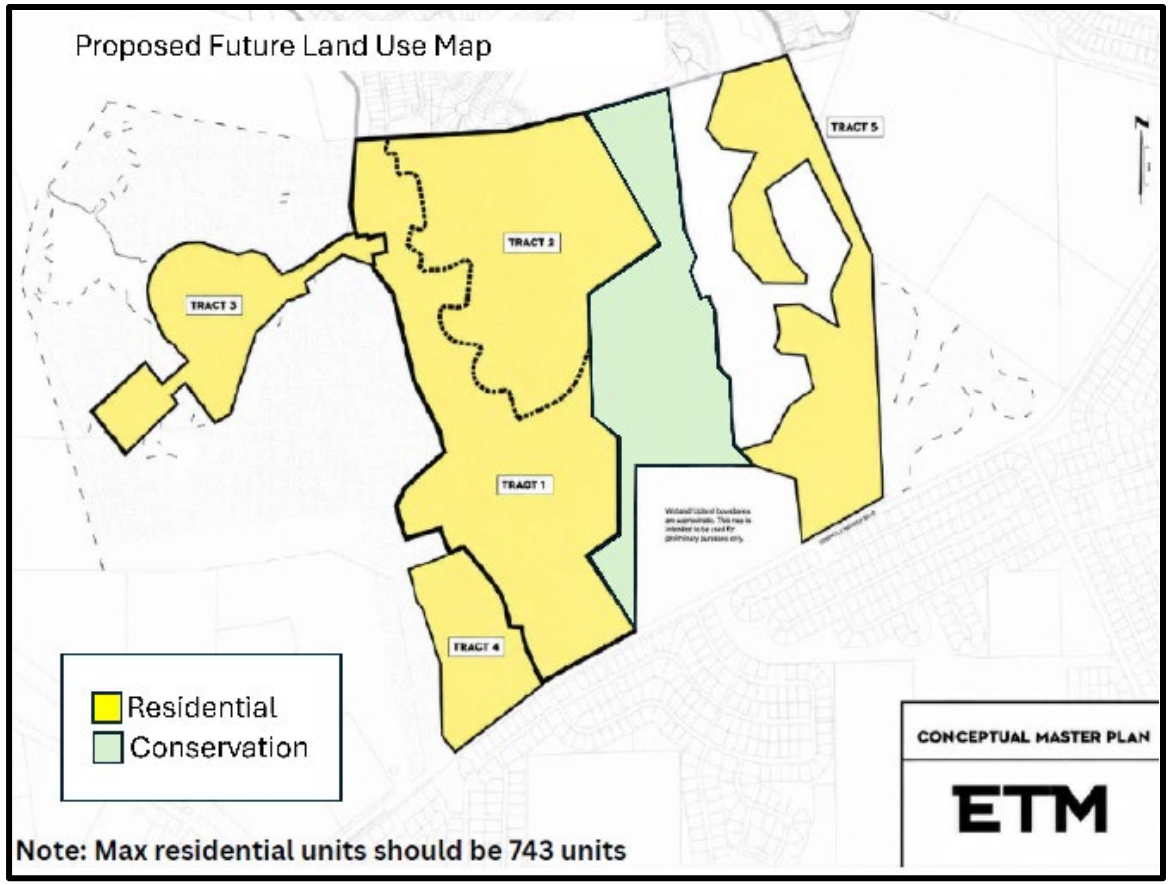
REZONING: From: Single Family Residential-1 and Preservation

To: Master Planned Development (MPD) with Development Agreement

PALM COAST

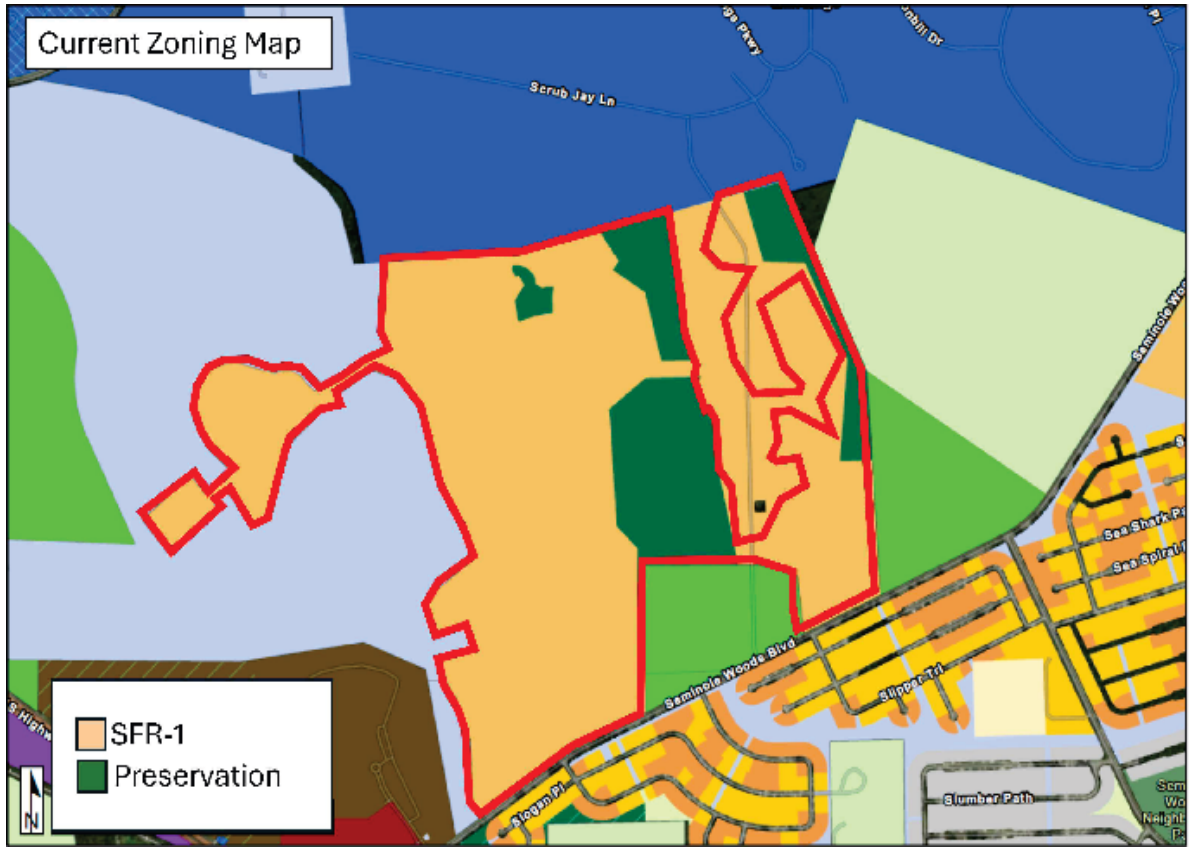
Future Land Use Map Designations – Existing vs. Proposed

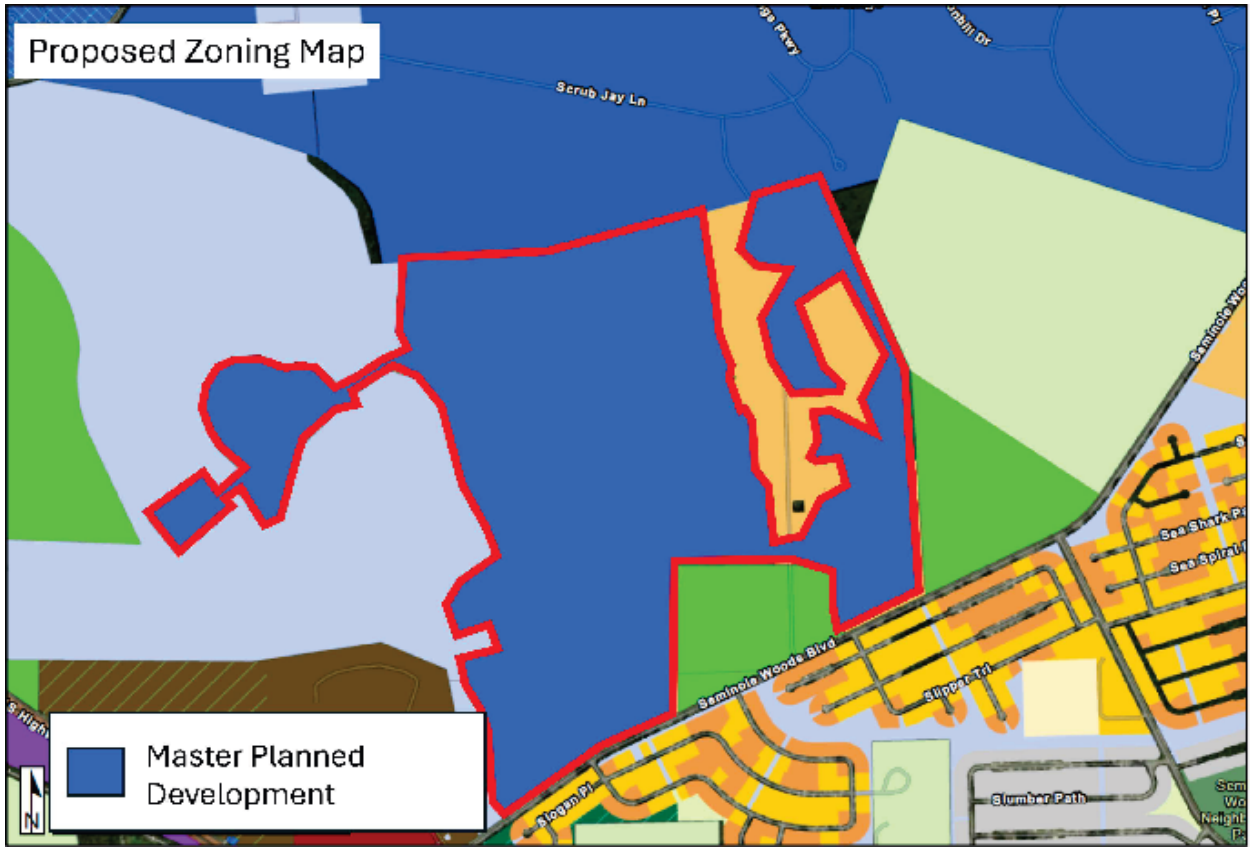




Palm Coast

Zoning Map Districts – Existing vs. Proposed





Public Participation/ Public Notice

- The applicant hosted a neighborhood meeting on August 11, 2026.

Seminole Trace
Future Land Use Map Amendment
Analysis and Recommendation
AR # 6419

Future Land Use Map Amendment

Maximum Density/Intensity

- **The analysis for the FLUM amendment will consider the maximum development potential as proposed by the applicant in the companion zoning map amendment to Master Planned Development.**
- **The tables will provide the net change between the existing and proposed amendment,**
- **Gross impact from the proposed amendment is provided.**

Maximum Density/Intensity

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)					
		# of Acres	Maximum Density[1]	Maximum # of units[2]	Population (2.5 persons/dwelling unit)
Proposed FLUM:	**Residential & Conservation**	331	12 du/acre	743	1,858
Current FLUM:	**Residential & Conservation**	331	12 du/acre	416	1,040
NET CHANGE		0		327	818

Footnotes:

[1] Maximum densities are established in Comprehensive Plan.

[2] Maximum # of units for current and proposed FLUM designation are limited by specific policy.

PALM COAST

Public Facilities Impact Analysis

Table 2 Public Facilities Impact Analysis

***Proposed FLUM designation includes specific policy to limit development to 743 dwelling units.**

****Current FLUM development potential is based on current limit of 416 dwelling units.**

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation*								
Residential & Conservation	743	721	176463	152315	15993	14.9	141	N/A
	Total	721	176463	152315	15993	14.9	141	N/A
Current FLUM designation**								
Residential & Conservation	416	404	98800	85280	8954	8.3	79	N/A
	Total	404	98800	85280	8954	8	79	
Net Change		**317**	**77,663**	**67,035**	**7,039**	**6.5**	**62**	**N/A**

Footnotes:

[1] Calculation of Density: Lot Size (acre)*# of units/acre, or determined by site specific policy

[2] Transportation: Single Family Residential - Detached, PM Peak Hour Trips (PHT), ITE Code 210 = 0.97 Trips/Unit, ITE Trip Generation Manual, 12th Edition

[3] Potable Water: Residential = # of units*2.5*95 gallons/capita/day

[4] Wastewater: Residential = # of units*2.5*82 gallons/capita/day

[5] Solid Waste: Residential Demand = # of units*2.50*8.61 lbs/capita/day

[6] Recreation and Parks: Residential Demand = # of units * 2.50 *8 acres/1000 persons

[7] Public Education Residential: = Based on multiplier provided by Flagler County School District.

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

PALM COAST

Future Land Use Map Amendment

Environmental Impact Analysis

- Topography and Soil Conditions – No indicators of unique topographical reliefs or soils that would be affected by the amendment
- Floodplains. FLUM amendment will have no adverse impact on 100 year floodplain. Any adverse impacts will be part of plat approval.
- Vegetative Communities. Subject to US Army Corps of Engineers and SJRWMD regulations. FLUM amendment will not change need to comply with regulations.

Future Land Use Map Amendment

Environmental Impact Analysis

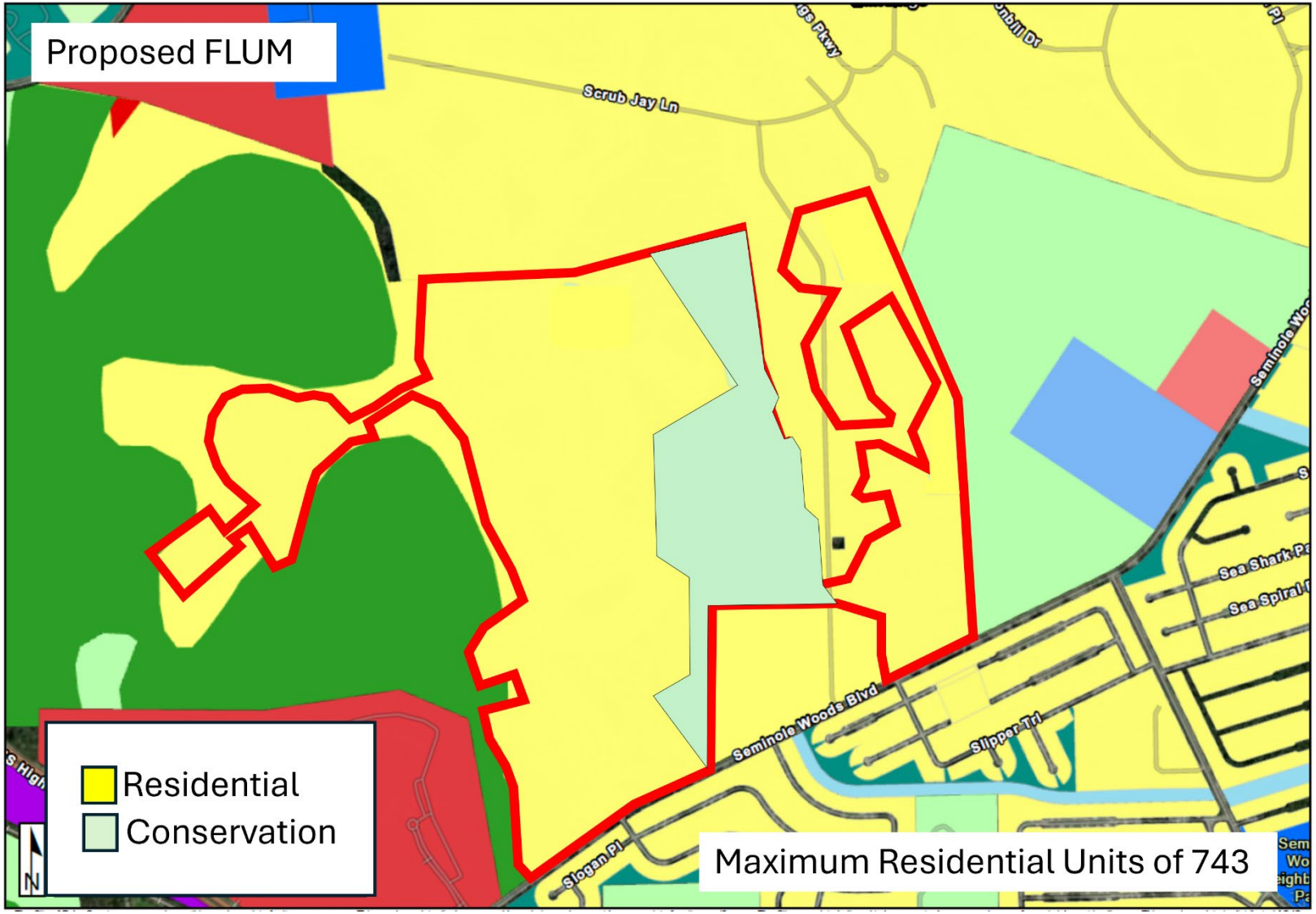
- Protected Species. Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Additionally, study is valid for one year for the property that was investigate to capture any changes in wildlife utilization.

- Groundwater Resource Protection. The property is not within an aquifer recharge area but does have multiple wellsites located throughout the Subject Property.

- Historical Resources. No impacts.

Future Land Use Map Amendment

Land Use Consistency Analysis



Consistency with Comprehensive Plan Policies

Future Land Use Map Amendment

Comprehensive Plan Consistency

- Proposed Amendment is within area served by utilities
- Additional units will require analysis for capacity (water and sewer, schools, transportation during site plan/plat process)
- Conservation designated are contiguous

Future Land Use Map Amendment

Recommendation

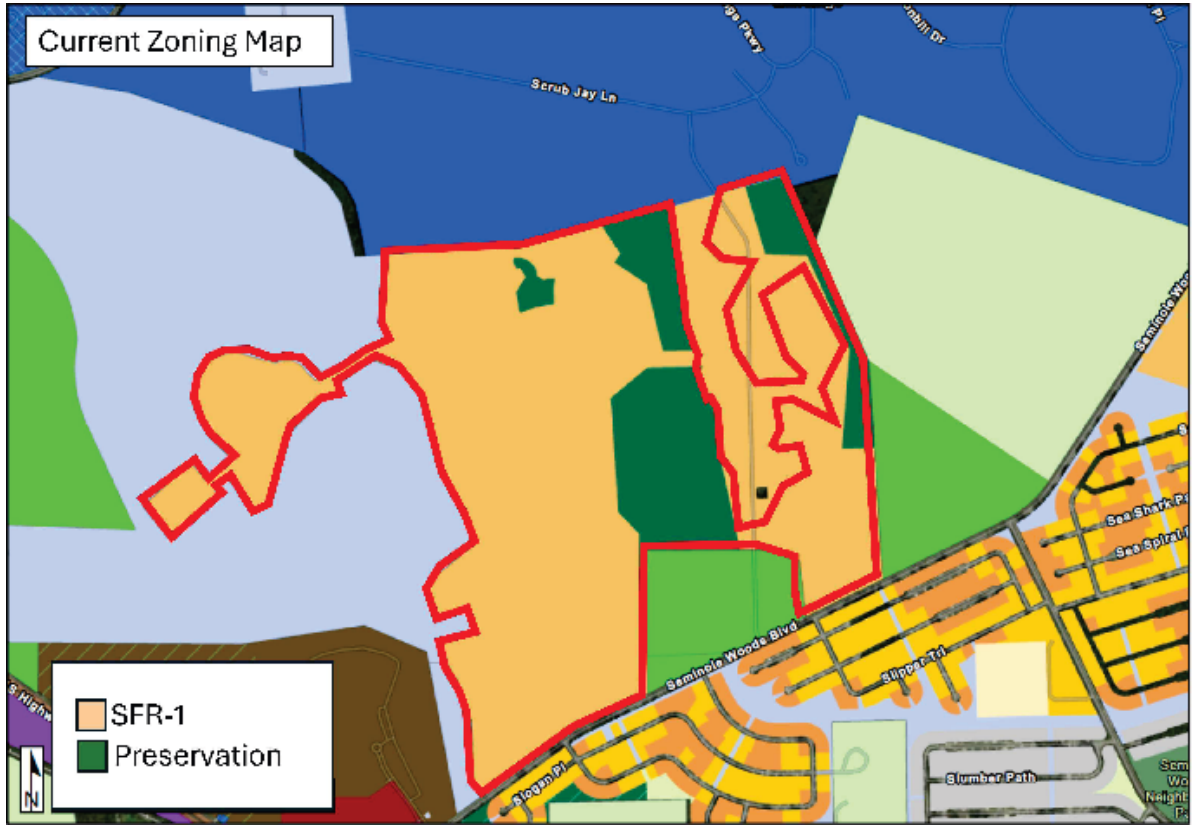
The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY the proposed FLUM amendment. Staff will provide the outcome at the City Council public hearing.

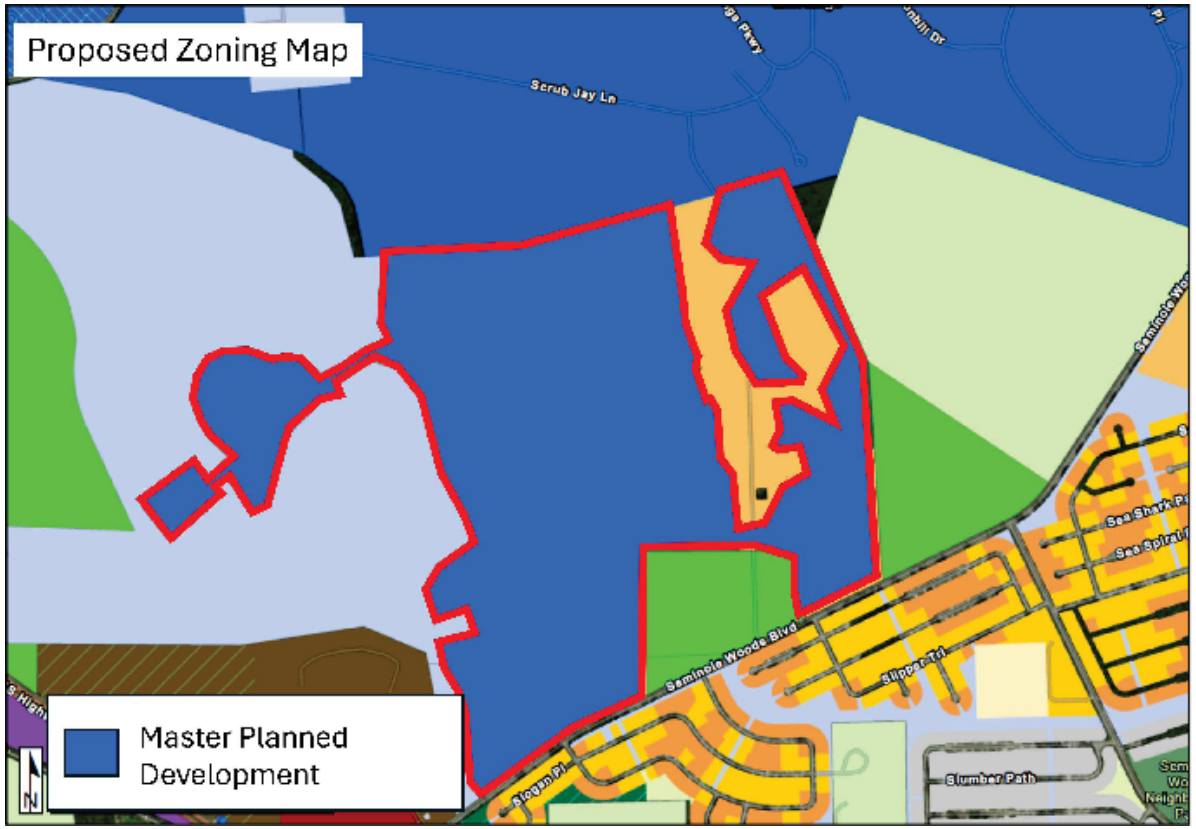
NEXT STEPS

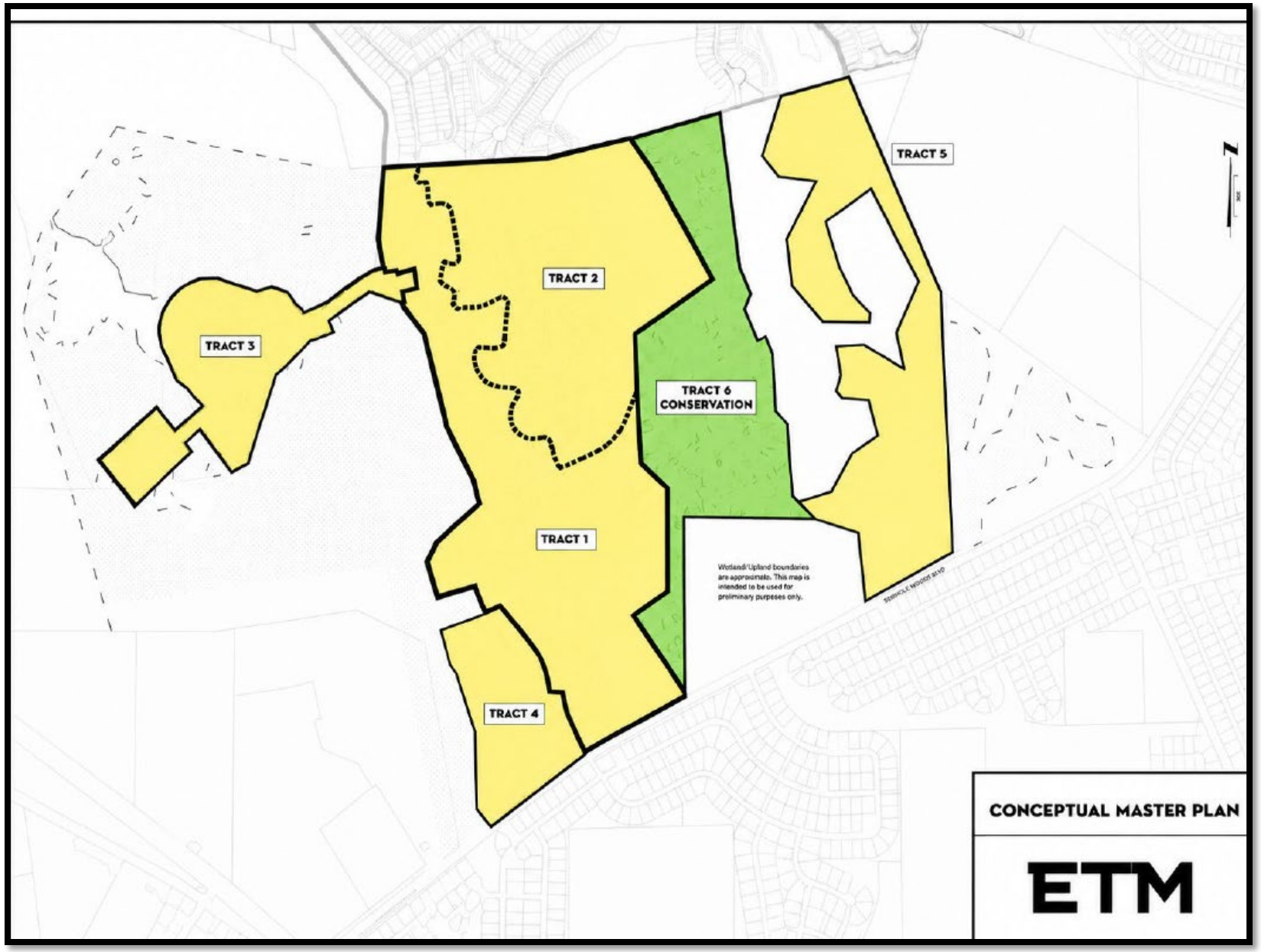
- 1st Reading – September 1
- 30-day review period with Florida Commerce
- 2nd reading – October 20

Seminole Trace
Zoning Map Amendment
Analysis & Recommendation
AR # 6418

Zoning Map Districts – Existing vs. Proposed






TRACT 5
TRACT 2
TRACT 3
TRACT 6
CONSERVATION
TRACT 1
TRACT 4
Wetland/Upland boundaries are approximate. This map is intended to be used for preliminary purposes only.
CONCEPTUAL MASTER PLAN
ETM

PALM COAST

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a 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;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

Palm Coast

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

As stated in the MPD agreement, the owner agrees to construct at a minimum on-site improvements in addition to payment of all impact fees. These private improvements include parking areas, utilities, master stormwater system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping. This is typical of other MPD agreements.

PALM COAST

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- FLUM allows MPD Zoning
- Mix residential areas with Preservation Areas
- Availability of public infrastructure proximate to property

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- Potable water and sewer service lines are available nearby but will need to be extended to the site by the developer.
- In order to move forward with development of the additional units, there must be adequate water capacity and central sewer service capacity.
- The impact of this additional demand will be further reviewed and analyzed as part of the technical review process
- There must be adequate capacity to serve development.
- Deficiency in the treatment capacity may result in denial of development order or development of mitigation agreement to address the deficiency.

PALM COAST

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; and

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The proposed rezoning to Master Planned Development (MPD) is compatible with neighboring properties since the allowed uses (single family detached and attached units) are similar to the permitted development in the surrounding area.

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

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

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

Previously Addressed as part of companion Comprehensive Plan Amendment

B. Consistency with the general intent of the LDC;

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- MPD is consistent with different standards of LDC such as parking, lighting, landscaping, and architecture.

- Staff notes the following items of concern:
  - Reduction of Open Space requirement from 40% to 20%

  - Minimum townhome width of 18’. Problematic due to the LDC requirement of requiring 25% landscaped planting area in front of the home’s building façade out to the front property line.

  - LDC requires a minimum width of 16’ for driveways (2 side by side parking spaces).

PALM COAST

B. Consistency with the general intent of the LDC;

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

- Front building setback to the property line of 15’ and 10’ for single-family and townhome, respectively. These dimensions are inconsistent with requirement in the LDC for driveways to extend a minimum of 20’ from the garage door. Additionally, the driveways must have a minimum width of 16’.

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

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

Zoning Map Amendment

LDC Sec. **2.09.04**

Criteria Analysis

- The proposed development's character and density/intensity are consistent with that found in the surrounding area.
- To the north and south are single-family residential units
- To the west are preservation/open space areas
- To the east are vacant lands which include an approximately 119 acre site that is currently under review by Flagler County for a FLUM and Zoning Map amendment (Proposed FLUM of Mixed Use:High Intensity and zoning map amendment to Planned Unit Development).

PALM COAST

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;

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- Required to meet the Level of Service standards. Deficiencies may be addressed through potentially a proportionate share payment or agreement
- These agreements may be between the developer and the City and in the case of school facilities, with the School District.
- The other items listed above, flood control, and soil conservation are to be addressed in accordance with permitting agency regulations and the Land Development Code

PALM COAST

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

Zoning Map Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The MPD-DA does not provide a phasing plan
- Subject area already includes 386 lot subdivision that is pending approval for its final plat. Additionally, owner has applied for a preliminary plat for remaining 30 units.
- The remaining units may be developed in multiple phases.
- Per MPD, each “phase” will include infrastructure to support the proposed uses (including water/wastewater service, drainage, roads, and pedestrian facilities).
- The provision of infrastructure is to be concurrent with the construction of each phase and must be complete prior to issuance of building permits.

PALM COAST

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

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- Infrastructure must be available to support the proposed development concurrent with its impacts.
- Review of the traffic impacts will not cause any road segments to fall below the level of service.
- A review of site access and traffic operations will be conducted during site plan/plat process and may result in the need to provide operational improvements (turn lanes, extending turn lanes, intersection improvement or traffic control in the form of traffic signal or roundabout)

PALM COAST

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;

Zoning Map Amendment

LDC Sec. 2.09.04 Criteria Analysis

- MPD is an opportunity to offer another type of dwelling unit (townhomes).
- Per LDC, MPD zoning should provide a *recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and also* provide for *the long term protection of natural resources and natural features of a significant quantity and/or quality*.

PALM COAST

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;

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

Applicant provides the following as the public benefits tied to the MPD rezoning application.

1. Public Utility Infrastructure. The property owner has constructed public water and wastewater utility infrastructure within the public right-of-way on behalf of the City pursuant to a utility credit agreement. This infrastructure expands the City's utility system and facilitates orderly development within this area.

PALM COAST

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;

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

Applicant provides the following as the public benefits tied to the MPD rezoning application.

2. Integrated Mixed Residential Community. The MPD provides for the coordinated development of a homogeneous mixed residential community utilizing shared amenities and common facilities under a unified master development plan.

3. Emergency Access. The development provides a public emergency access connection between Summit Woods (sic-this is Seminole Woods) *and Citation Boulevard, improving emergency access and connectivity for the surrounding area.*

PALM COAST

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;

Zoning Map Amendment

LDC Sec. 2.09.04 Criteria Analysis

Applicant provides the following as the public benefits tied to the MPD rezoning application.

> *4. Well Sites. At the request of the City of Flagler Beach, the Owner will convey two (2) well sites to the City of Flagler Beach at no costs. Otherwise, the Owner will sell the two (2) sites to the City in an amount greater than $1,000,000.00.*

Staff proposes that applicant provide a material benefit that serves the immediate residents of the subject property as well as the general population of the City of Palm Coast.

PALM COAST

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

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

J. Impact upon the environment or natural resources

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

- The proposed MPD Conceptual Plan map proposes to protect a large swath of wetlands (approximately 59 acres) that bisects the subject property.
- It is important to note that the subdivision within the subject parcel (the Cascades) includes areas of open space/wetland preservation/upland buffer areas that are not going to be impacted by the proposed zoning map amendment.

K. Impact on the economy of any affected area

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- If approved, the proposed amendment will provide temporary construction jobs during its construction.

Zoning Map Amendment

Findings Summary

- The requested zoning amendment mainly meets the criteria of LDC Sections 2.05.05 and 2.09.04, however, there are development standards in the MPD that create a conflict with orderly development of property

Zoning Map Amendment

Recommendation

The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY/APPROVE WITH CONDITIONS the proposed zoning map amendment. (Staff will provide the results at the CC Public Hearing)

At the August 19, PLDRB Public Hearing, planning staff recommended that the Planning and Land Development Regulation Board find the proposed rezoning (Application No. 6418) does not meet the criteria for approval of an MPD as established in the Land Development Code Section 3.03.04 and recommend that City Council Deny the proposed zoning map amendment.

PALM COAST

Zoning Map Amendment

Recommendation

Should the PLDRB want to recommend approval, staff proposes the following changes to the MPD agreement:

- Require minimum Open Space of 40% of the subject property's gross area consistent with LDC section 3.03.03(I)(1).
- Require minimum townhome lot width of 20'.
- Require minimum front building setback of 20'.
- Provide a material benefit that serves the immediate residents of the subject property as well as the general population of the City of Palm Coast.

Next Steps

Public Hearings are to be held simultaneous with FLUM amendment public hearings.

- City Council 1st reading – September 1
- City Council 2nd reading – October 20

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-__
SEMINOLE TRACE – FUTURE LAND USE MAP AMENDMENT
APPLICATION NO. 6419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2050 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING DESIGNATION OF PORTIONS OF A 331.1+/- ACRE AREA TO BE KNOWN AS "SEMINOLE TRACE" FROM RESIDENTIAL TO CONSERVATION AND FROM CONSERVATION TO RESIDENTIAL AND AMENDING A NOTE ON THE FUTURE LAND USE MAP (FLUM) FROM A DENSITY LIMIT OF 416 DWELLING UNITS TO 743 DWELLING UNITS; AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2025-06, adopting the *City of Palm Coast 2050 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

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

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

WHEREAS, the City of Palm Coast is desirous of amending the future land use map to amend the maximum number of dwelling units in the Cascades Planning Area from 416 to 743; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed map amendments at a public hearing on August 19, 2026, and voted to recommend **Approval/Denial** of the proposed Comprehensive Plan Amendment; and

WHEREAS, on September 1, 2026, and _____, 2026, the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

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

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

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

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

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

SECTION 2. FUTURE LAND USE MAP AMENDED. The 331.1+/- acres subject area, generally located north/west of Seminole Woods Blvd. as depicted and legally described in "Exhibit A", attached hereto, is hereby amended to allow a maximum of 743 dwelling units for the Seminole Trace Planning Area.

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent

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

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading this 6th day of October 2026.

ADOPTED on second reading after due public notice and hearing this _____ day of _____ 2026.

ATTEST:

_____
KALEY COOK, CITY CLERK

CITY OF PALM COAST

_____
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment:
Exhibit “A” – Legal Description of Subject Property
Exhibit “B” – Amended Future Land Use Map

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

AMENDED FUTURE LAND USE MAP

EXHIBIT "A"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEYARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'1 l" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH58°53'20" WEST, A DISTANCE OF 15.00FEET; THENCENORTH31°30'01" WEST,ADISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH23°08'51" WEST, A DISTANCE OF 157.59FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'1 l" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'1 l " EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST,ADISTANCEOF 237.18 FEET; THENCE SOUTH73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'1 l" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RlGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAYING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAYING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE

NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

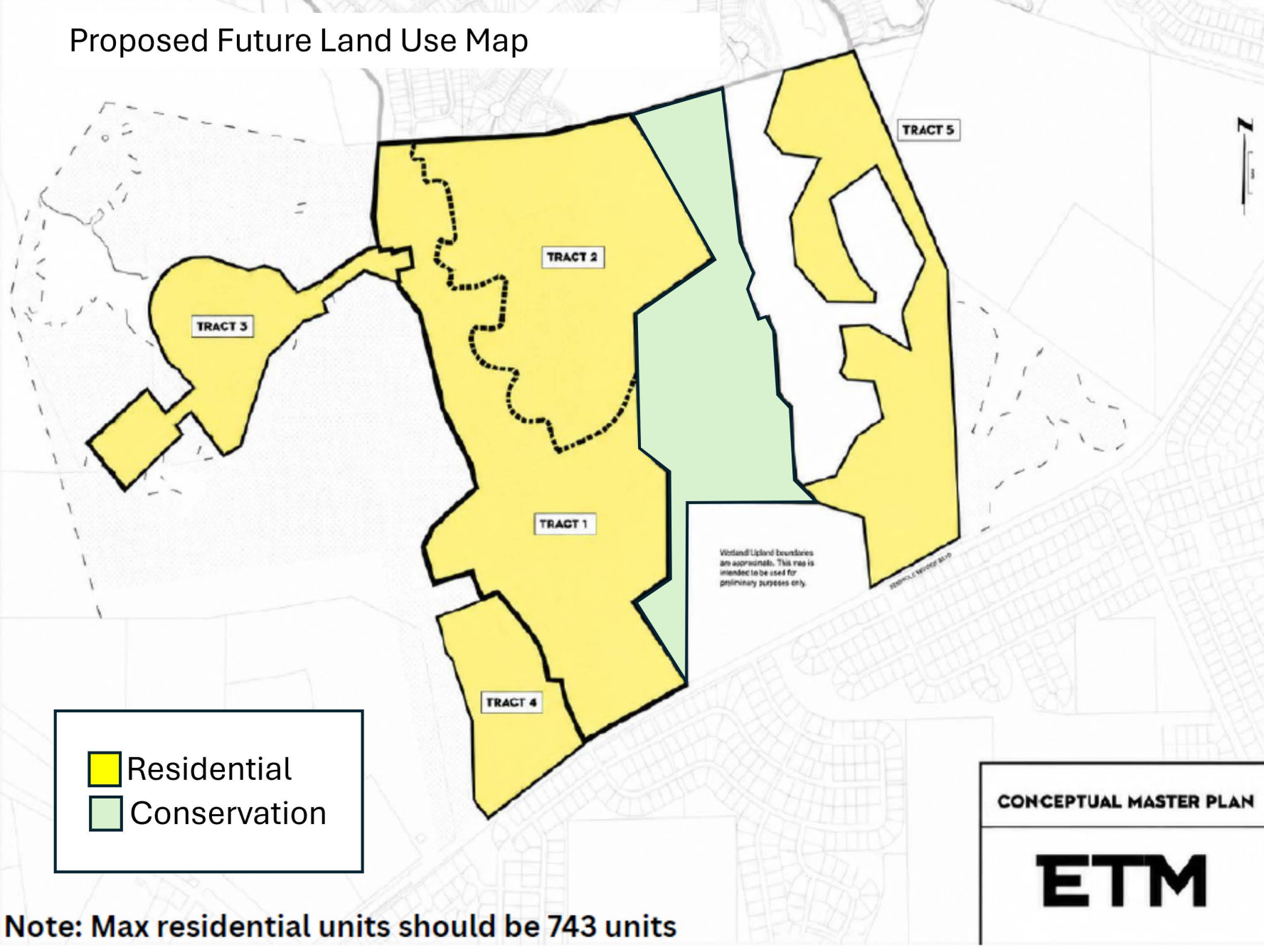
THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13' 19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37' 43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

Proposed Future Land Use Map



Note: Max residential units should be 743 units

COMMUNITY DEVELOPMENT DEPARTMENT
COMPREHENSIVE PLAN AMENDMENT STAFF REPORT
CITY COUNCIL
September 1, 2026

OVERVIEW

Case Number: 6419

Applicant: Michael Chiumento, Agent on behalf of Byrndog PCP, LLC and KL Seminole Trace, LLC (Owners)

Size of subject property: 331.1+/- acres

Property Description: A 331.1+/- acre parcel located 3 miles south of State Road 100 on the westside of Seminole Woods Blvd.

Property Owner: Byrndog PCP, LLC and KL Seminole Trace, LLC

Current FLUM Designation: Residential and Conservation with a site specific policy to limit the number of dwelling units to 416

Current Zoning Designation: Single Family Residential-1 and Preservation

Current Use: Vacant

Requested Action: A Future Land Use Map (FLUM) amendment to increase the maximum number of units for the Planning Area (to be called Seminole Trace formerly known as Cascades) from 416 to 743 and to amend designation of various areas from Conservation to Residential and Residential to Conservation.

There is a companion zoning map amendment that will change the zoning on the designated parcels from Single Family Residential-1 (SFR-1) and Preservation to Master Planned Development with a Development Agreement.

Recommendation: The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY the proposed FLUM amendment. Staff will provide the outcome at the City Council public hearing.

Project Planner: José Papa, AICP, Senior Planner

ANALYSIS

BACKGROUND

The application is for a Comprehensive Plan amendment for a 331.1+/- acre planning area, to be called Seminole Trace (formerly Cascades) located approximately 3 miles south of State Road on the westside of Seminole Woods Blvd. The amendment is to increase the maximum number of dwelling units from 416 to 743. The proposed amendment also proposes to redraw the designated areas for Residential and Conservation which results in a net decrease of 4.5+/- acres of Conservation. It is important to note however that one of the smaller “Conservation” areas remain as Open Space/Wetland Preservation Area on the Cascades Plat. A brief history of land use and zoning amendments for the subject area follows.

In 2005 the subject property was under jurisdiction of Flagler County. The FLUM designation for the Cascades was amended to Flagler County designations of Residential Low Density/Rural Estate (1 du/gross acre) and Conservation. After the amendment to the FLUM designation, a PUD Agreement was approved by Flagler County in 2005 (called the Cascades at Grand Landings). The PUD agreement covered an area of +/-682.9 acres and permitted 416 single-family residential units. As part of the FLUM and PUD agreement approval, approximately 354 acres of mainly wetlands and environmentally sensitive areas was transferred to Flagler County in 2005.

In 2023, the Cascades Planning Area was the subject of an Annexation, FLUM and Zoning Map amendment. The annexation covered the entirety of the 331.1+/- acre site that is the subject of this Application. The FLUM and Zoning Map amendments was a process to provide the subject property with an appropriate City of Palm Coast Future Land Use Map (FLUM) and Zoning Map designation.

The request from the landowners consisted of a FLUM designation of Residential, and Conservation with a maximum number of dwelling units of 850 and a Zoning designation of Single Family-Residential-1 and Multi-family Residential-2, and Preservation for the Cascades Planning Area. The proposed FLUM and Zoning Map designations were approved by City Council at their first reading on August 16, 2023. At the second reading for the request on Nov. 7, 2023, City Council approved an amendment that reduced the number of maximum units within Cascade Planning Area to 416. Additionally, the approval for the proposed zoning map amendment eliminated the Multi-Family Residential-2 zoned areas and rezoned them to Single Family Residential-1.

Subsequent to the approvals, there was a request from the landowners to rehear the FLUM amendment with a claim that a 44+/- acre parcel was not subject for inclusion as part of the FLUM amendment which limits the Cascades to 416 units. Subsequently, City Council approved a FLUM amendment which removed the 44+/- acre parcel but kept the dwelling unit limitation at 416.

Since 2023, a 386 lot subdivision (Seminole Trace) has progressed through the platting process. Seminole Trace received final plat approval in May 2026.

Neighborhood Meeting
As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 11, 2026 at Flagler/Palm Coast High School. The attendees expressed their concern about traffic safety and flooding.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed Future Land Use Map (FLUM) categories (including any policy to limit development).

The 331.1+/- acre subject property currently has a FLUM designation of Residential and Conservation with a site specific policy to have a maximum of 416 dwelling units. The proposed amendment will result in the subject property having a maximum number of 743 dwelling units and redrawing the Residential and Conservation areas.

As shown on Table 1 below, the proposed amendment results in a potential increase of 327 dwelling units and 818 persons (2.5 persons/dwelling unit).

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)

	# of Acres	Maximum Density(1)	Maximum # of units(2)	Population (2.5 persons/dwelling unit)
Proposed FLUM: Residential & Conservation	331	12 du/acre	743	1,858
Current FLUM: Residential & Conservation	331	12 du/acre	416	1,040
NET CHANGE	0		327	818

Footnotes:
(1) Maximum densities are established in Comprehensive Plan.
(2) Maximum # of units for current and proposed FLUM designation are limited by specific policy.

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

Objective 1.1.3-Evaluation of Amendments to the FLUM
Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.
Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

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

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

The analysis for comprehensive plan map amendments takes into consideration the development potential under the current and proposed FLUM designation to provide a net impact for the proposed FLUM amendment. The proposed amendment includes a note on the FLUM to limit the maximum number of units to 743. It is important to note that as a project progresses through the land development process (i.e. site plan/platting review, building permit review) the City and other review agencies will further conduct a more detailed analysis of the project impacts on the various public service and infrastructure. This ensures that a project's impacts are accommodated by the existing infrastructure closer to the time of its actual impact (Concurrency).

An analysis of the development potential under the existing and proposed FLUM (including policy to limit development on the subject parcel to 743 dwelling units) shows that the proposed amendment will result in an increase in the demand on public facilities.

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

Transportation
The applicant submitted a Traffic Study which included the subject site. In addition to the potential traffic impacts from the project, the traffic study considered the impacts from recently approved developments in the area (Grand Landings Phase 5 and 6). The traffic study concludes that the project will not cause the roadway network to fall below the Level of Service (LOS).

As previously stated, as the project progresses through the development process a more detailed study of the project's impacts on the roadway network will be conducted. These additional items will include operational needs (potential turn lanes, traffic signals, roundabouts) necessary to maintain safe roadway operations.

Potable Water
The proposed FLUM amendment will have a maximum potential net increase in demand for potable water of 77,663 gallons/day (.078 MGD) As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

Wastewater
The proposed FLUM amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 67,035 gallons/day (.067 MGD). As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

Solid Waste
The proposed FLUM amendment will have a maximum potential net increase of 7,039 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

Public Recreation and Open Space
The proposed FLUM amendment will have a maximum potential net increase in demand of 6.5 acres of park facilities. The City currently has adequate capacity to accommodate the additional demand.

Public Schools

The proposed FLUM amendment will have a potential net increase in demand of 62 student stations. At the time of site plan review/plat process, the property owner and/or developer will need to coordinate with the School district to determine the current availability of student stations and if necessary, develop a proportionate-share mitigation agreement.

Stormwater

N/A. Stormwater treatment facilities are reviewed for consistency with LOS during site plan review. The LOS standards for stormwater quantity and quality, at a minimum, shall be the requirement established by the SJRWMD and other applicable regulatory requirements.

Table 2 Public Facilities Impact Analysis

***Proposed FLUM designation includes specific policy to limit development to 743 dwelling units.**

****Current FLUM development potential is based on current limit of 416 dwelling units.**

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation*								
Residential & Conservation	743	721	176463	152315	15993	14.9	141	N/A
	Total	721	176463	152315	15993	14.9	141	N/A
Current FLUM designation**								
Residential & Conservation	416	404	98800	85280	8954	8.3	79	N/A
	Total	404	98800	85280	8954	8	79	
Net Change		**317**	**77,663**	**67,035**	**7,039**	**6.5**	**62**	**N/A**

Footnotes:

[1] Calculation of Density: Lot Size (acre)*# of units/acre, or determined by site specific policy

[2] Transportation: Single Family Residential - Detached, PM Peak Hour Trips (PHT), ITE Code 210 = 0.97 Trips/Unit, ITE Trip Generation Manual, 12th Edition

[3] Potable Water: Residential = # of units*2.5*95 gallons/capita/day

[4] Wastewater: Residential = # of units*2.5*82 gallons/capita/day

[5] Solid Waste: Residential Demand = # of units*2.50*8.61 lbs/capita/day

[6] Recreation and Parks: Residential Demand = # of units * 2.50 *8 acres/1000 persons

[7] Public Education Residential: = Based on multiplier provided by Flagler County School District.

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

Analysis: Staff recognizes that the construction of the units in the planning area will not occur all at once. While land use approvals establish what may be developed, they do not guarantee utility service at any particular point in time. Before development can proceed, developers must submit utility applications for service, and the City evaluates available capacity based on existing system conditions and projected demand. As capacity thresholds are approached, the City plans, designs and constructs additional infrastructure to ensure reliable service.

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.*

The following sections discuss site conditions and original application materials. Staff has evaluated this information and established the following findings.

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is silviculture land with hydric soils throughout property. The site is bounded by Seminole Woods Boulevard to the south, Grand Landings subdivision and vacant property to the east, Grand Landings Phase 5 and 6 to the north, and preservation areas. According to the October 2022 Environmental Assessment, the land use proposal area does contain St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) jurisdictional wetlands; the total analysis area contains 230.31 acres of uplands, 3.30 acres of graded and drained roads, and 146.25 acres of wetlands. The wetlands detailed on the environmental assessment "Douglas – Cascades FLUCFCS/Existing Conditions Map" Figure, reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C, Vegetative Communities. Since completion of the study, an approximately 160+/- acre area has been platted for single-family lots as "Seminole Trace Phase 1".

As detailed within the ERS report, the *Soil Survey of Flagler County, Florida* indicates seven (7) soil types within the property.

Analysis: There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

FINDING: It is not anticipated that the proposed FLUM change will negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

No floodplain information was provided in the ERS report. Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that a small area within the subject property lies within a Special Flood Hazard Area (SFHA).

Analysis: A portion of the Subject Property (at the western side) is located within Zone A.

FINDING: The proposed FLUM change could potentially negatively impact the function of the SFHA, however, if floodplain is impacted, compensatory storage will be required within the same defined floodplain's hydrologic sub basin as the placement of the fill pursuant to section 10.02.11B Land Development Code.

C. VEGETATIVE COMMUNITIES

According to the ERS report, the assessment area is comprised of the following vegetative community types and features.

1. Pine Plantation (441): ± 230.31 acres
2. Hydric Pine Flatwoods (625): ± 146.25 acres
3. Graded/Drained Road (8145): ± 3.30 acres

Analysis: There are wetlands located on the property and any impacts will need to be permitted through St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP).

FINDING: There are extensive wetlands on the property of undetermined quality. The Uniform Mitigation Assessment Method (UMAM) sheets are required to determine quality on site. It is staff's opinion, and consistent with the Comprehensive Plan, that all potentially high quality wetlands that are larger than 10 acres are to be designated Conservation on the Future Land Use Map.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted ERS report documents that Potentially Occupied Gopher Tortoise (*Gopherus polyphemus*) burrows were located on-site. The wood stork (*Mycteria americana)* and Florida Black Bear (*Ursus americanus floridanus*) was noted as having a likely probability of occurrence.

Analysis: The ERS report stated that there is potential for wildlife to utilize the property as it is mostly surrounded by other vacant land, however, as previously mentioned an approximately 160 acre area has been platted as "Seminole Trace Phase 1" subdivision. Additionally, a 119+/- acre parcel to the east is currently in the process of amending its land use designation with Flagler County.

As stated in the report, wildlife utilization may change over time due to various factors as described above. To ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Further, a study is valid for one year for the property that was investigate to capture any changes in wildlife utilization.

FINDING: The proposed FLUM amendment will not change the need to relocate the Gopher Tortoise prior to any development activities. This need remains no matter what the FLUM designation.

E. GROUNDWATER RESOURCE PROTECTION

According to City maintained data, the Subject Property contains three (3) known wellsites.

Analysis: The amendment is not within an aquifer recharge area but does have multiple wellsites located throughout the Subject Property.

FINDING: The proposed land use change is not anticipated to impact groundwater resources pursuant all guidelines are followed. These wellsite's will require a Primary Wellhead Protection Zone with a fixed 500-foot radial setback distance and be required to adhere to Restrictions within wellhead primary and secondary protection zones pursuant to section 10.03.05 of the Land Development Code.

F. HISTORICAL RESOURCES

A Cultural Resource report was provided. They performed 130 total shovel tests, which resulted in no archeological or historic resources being identified.

Analysis: Staff analyzed the cultural report that was provided.

FINDING: The report was found to be in order. It is staff's determination that based on this document the proposed FLUM amendment will have no adverse impact on historical or cultural resources.

LAND USE COMPATIBILITY ANALYSIS

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

A. This policy shall not be construed to mean that different categories of uses are inherently incompatible; rather, it is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.

B. Buffers are encouraged as an effective means of transition between areas where there is a greater degree of disparity in terms of densities and intensities.

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

Surrounding Future Land Use Map Designation:
North: Residential (City of Palm Coast designation)
South: Residential (City of Palm Coast designation)
East: Agriculture & Timberlands (Flagler County designation)
West: Conservation (Flagler County designation)

Surrounding Zoning Designation:
North: Master Planned Development (City of Palm Coast designation)
South: Single Family Residential (City of Palm Coast designation)
East: Agriculture & New Rural Communities-Planned Unit Development (Flagler County designation)
West: Planned Unit Development (Flagler County designation)

Surrounding Property Existing Uses:
North: Vacant Single Family – Grand Landings Subdivision (City of Palm Coast)
South: Single Family Residential – Seminole Woods Neighborhood (across Seminole Woods Blvd.) (City of Palm Coast)
East: Vacant (Flagler County)
West: Vacant (Flagler County)

North

The parcels to the north are designated Residential on the Future Land Use Map (FLUM) with a zoning designation of Master Planned Development. These properties are more commonly known as Grand Landings. These lands are mainly vacant but are starting to be developed for single-family homes (attached and detached). The proposed FLUM amendment is consistent with the existing designation and will not have a detrimental impact on these parcels.

East

The area to the east of the subject property is within the boundaries of unincorporated Flagler County and are currently vacant with a Flagler County FLUM designation of Agriculture & Timberlands. Additionally, these properties are zoned Agriculture, and New Rural Communities-Planned Unit Development. Currently, there is an approximately 119 acre parcel in unincorporated Flagler County with a pending request for a FLUM amendment to Mixed Use High Density/High Intensity with a proposed density limit of 7 du/acre and a .40 Floor to Area Ratio (FAR). Based on these limits the development may have a maximum yield of 502 dwelling units and 829,730 sq. ft. of non-residential with 25% of project area remaining as open space.

South

Abutting the subject property to the south is Seminole Woods Blvd. (a 2-lane Major Collector roadway). Continuing across Seminole Woods Blvd. is the Seminole Woods neighborhood which was originally platted by ITT in the early 1970s as a single family residential neighborhood. These lots are zoned for single family use and continue to be developed as such. The proposed amendment will not hinder the continued development of the neighborhood for single family residential use.

West

Finally, the parcels to the west are within unincorporated Flagler County and currently have a FLUM designation of Conservation (Flagler County designation). These lands were conveyed to public ownership (Flagler County) in 2005 as part of a conveyance agreement between the property owners at the time (The Reserve, LLC) and Flagler County. The proposed FLUM amendment will not hinder the function of these areas for Conservation purposes.

Overall, staff does not find any incompatibility with the proposed increase in the maximum number of units from 416 to 743 as well as redesignating of different areas to Residential & Conservation.

CONSISTENCY WITH COMPREHENSIVE PLAN

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

Policy 1.1.4.3 – Land use patterns are 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: The proposed amendment is consistent with Policy 1.1.4.3, the potential of additional residential use along a major collector (Seminole Woods Blvd.) is appropriate. Furthermore, Seminole Woods Blvd. as a collector road provides direct access to a major commercial corridor in the City (State Road 100), as well as one of the main north-south routes in the County (US-1). Finally, water and wastewater mains are within proximate distance of the project site and will be extended by the developer/property owner.

The additional number of dwelling units proposed in the amendment will add to the demand on the City's capacity for water and sewer treatment. The impact of this demand will be further reviewed and analyzed as part of the technical review process (either technical site plan or a plat) to determine if there is adequate capacity to serve any proposed development. Any deficiency in treatment capacity may require denial of a development order or a mitigation agreement to address the deficiency.

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. As previously stated, the developer/landowner of the subject site will need to coordinate with the City Utilities Dept. to ensure that the available infrastructure can accommodate the proposed development program. Any need to extend water or wastewater mains to the site will be the responsibility of the developer/property owner. Additionally, more in-depth analysis of the demands on public facilities/infrastructure will occur during the site plan/platting phase of development. During this phase a concurrency test will occur to ensure that there is adequate infrastructure capacity including treatment to accommodate the impacts of proposed development.

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

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

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

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

Policy 6.1.9.10- The Conservation future land use designation shall be established on the FLUM to provide protection of wetland systems and other environmentally sensitive lands consistent with the Comprehensive Plan Goals, Objectives and Policies. This FLUM designation provides for preservation of large interconnected optimal 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.

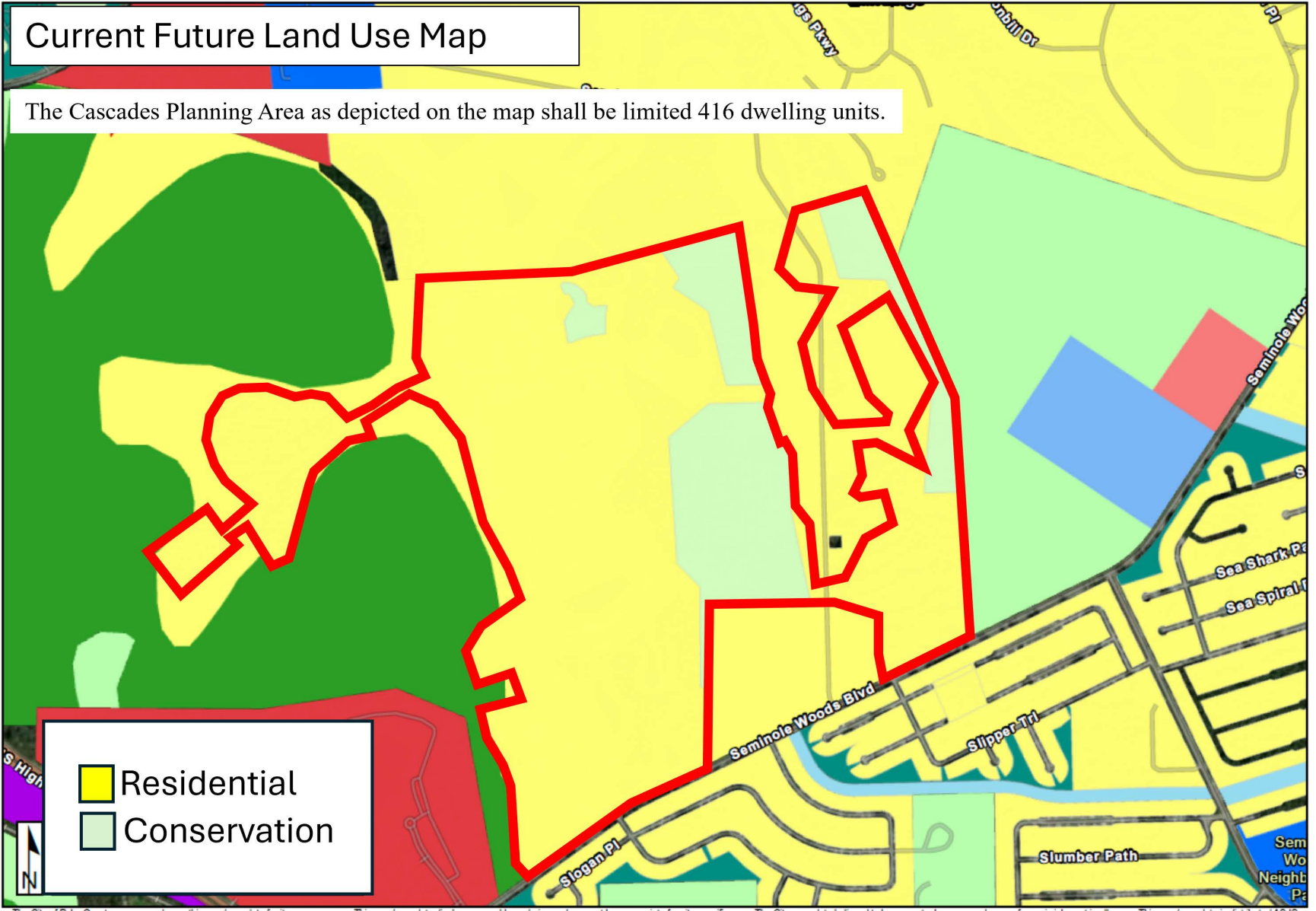
Analysis: The proposed realignment by the applicant will result in a net decrease of Conservation designated areas by 4.5+/- acres (from +/-63.8 to +/-59.2). As previously stated, some of the smaller Conservation areas, notably a 2.46 acre site remains as Open Space/Wetland Preservation Area on the Cascades Plat. The proposed amendment to create a connected "Conservation" area through the center of the planning area is appropriate and is consistent with the Comprehensive Plan policy for designating "Conservation" areas.

RECOMMENDATION

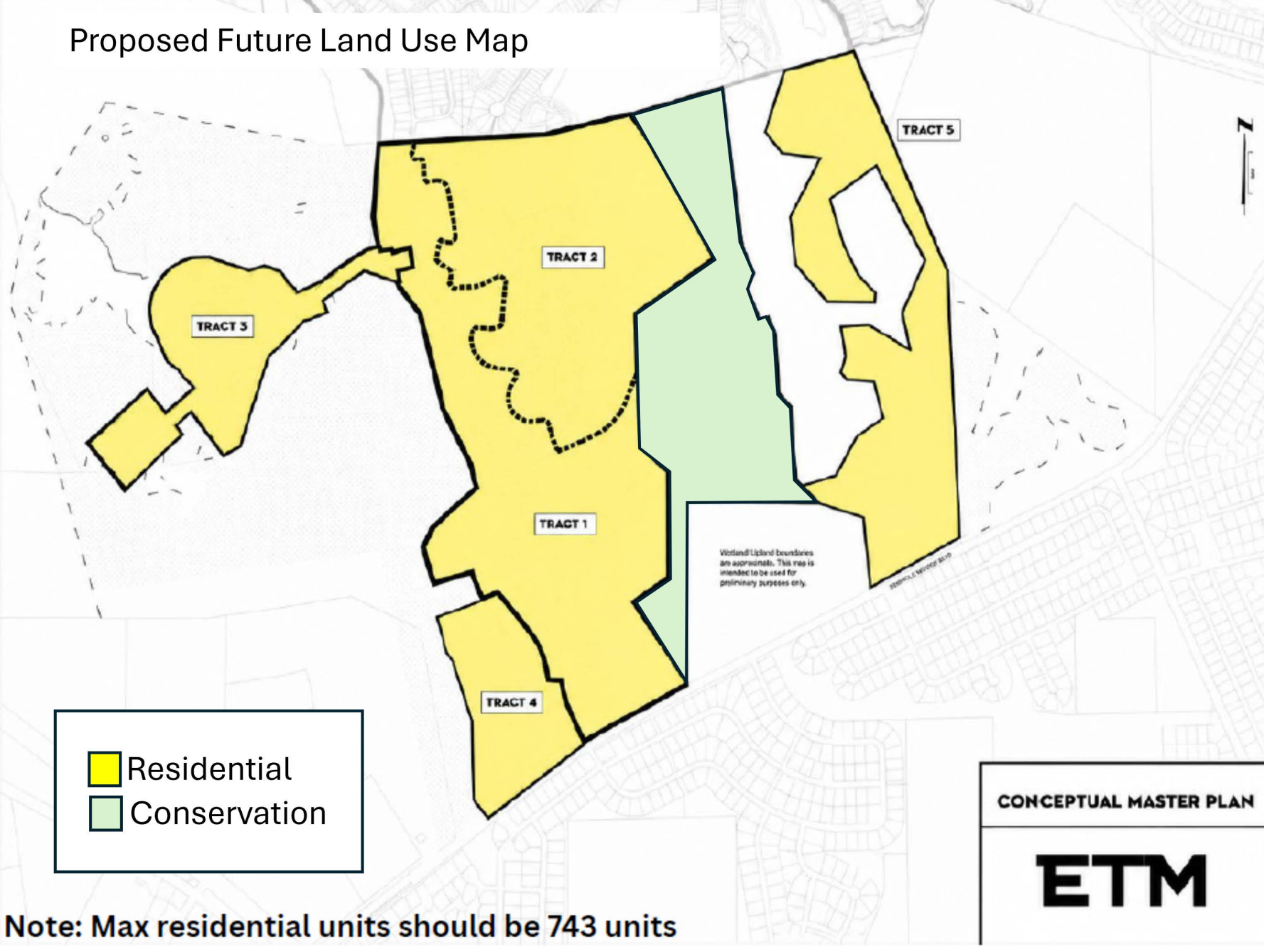
The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY the proposed FLUM amendment. Staff will provide the outcome at the City Council public hearing.

Current Future Land Use Map

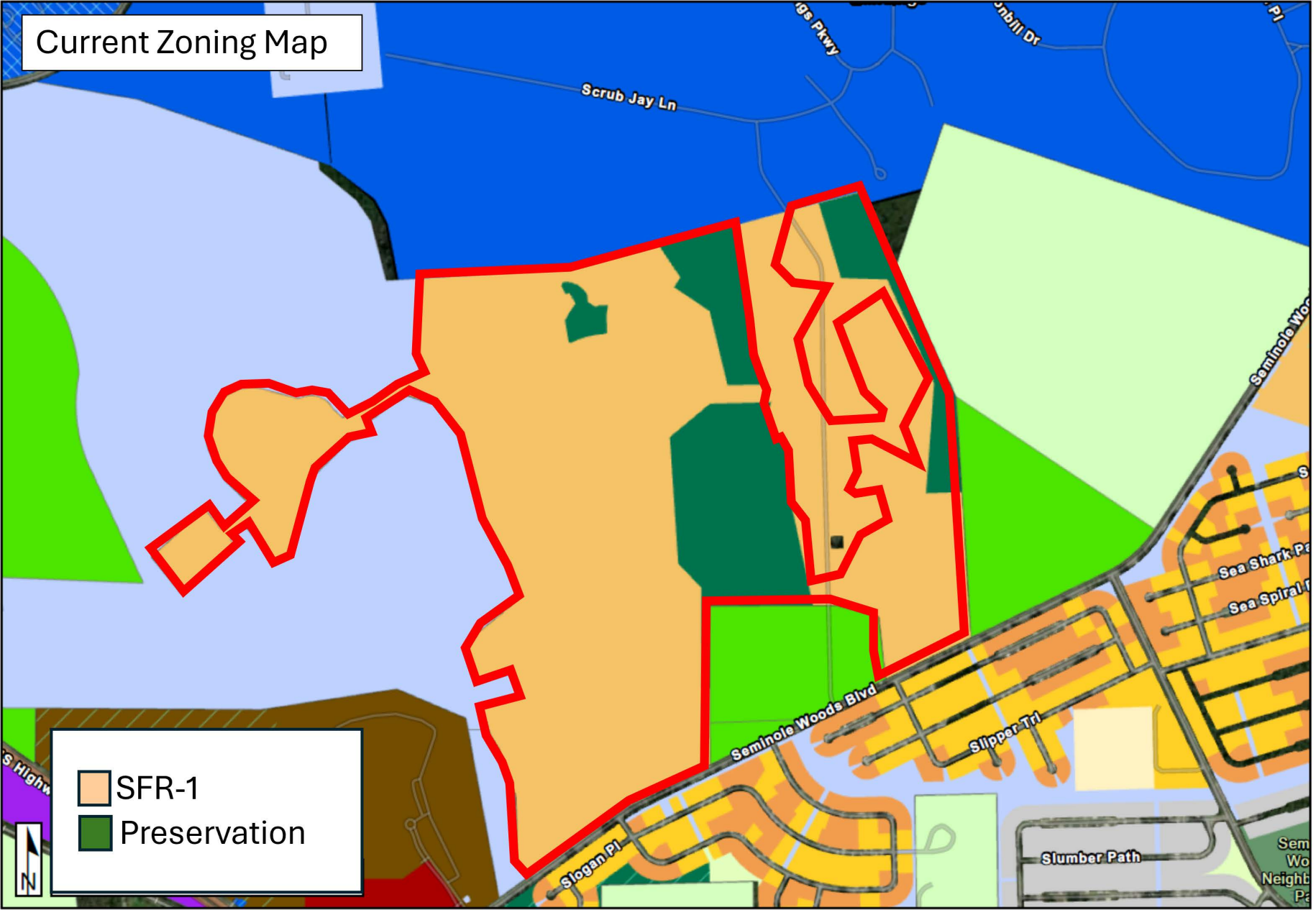
The Cascades Planning Area as depicted on the map shall be limited 416 dwelling units.



Proposed Future Land Use Map



Note: Max residential units should be 743 units


Current Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Trl
Slogan Pl
Slumber Path
Sea Shark Pa
SFR-1
Preservation
N

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, of counsel
Christy E. Earls

Michael D. Chiumento III
Managing Partner
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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

August 13, 2026

RE: Cascades at Grand Landings
Rezoning Master Planned Development Application Number 6418
Future Land Use Amendment Small Scale Application Number 6419

Dear Mr. Papa:

On Tuesday, August 11, 2026 at 6:00 p.m., the Applicant on the above-referenced applications conducted a neighborhood information meeting held at the Flagler Palm Coast High School, 5500 FL – 100, Palm Coast, Florida 32164. As is noted by the attached sign-in sheet there were three (3) neighborhood members present at the meeting. Further present at the meeting was Jose Papa, Senior City Planner with the City of Palm Coast (also listed on the sign-in sheet), Walker Douglas as representative of the developer, and attorney Christy Earls from our firm.

During the neighborhood meeting, the attendees asked several questions regarding the applications. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

Please let us know if the City has any questions regarding this matter.

- **Concern regarding water usage associated with the proposed development.**
  The Applicant acknowledged the concern regarding water usage and explained that the proposed development will be required to comply with all applicable City requirements relating to water service, capacity, and consumption as the project proceeds through the development review and permitting process.

- **Concern regarding the potential impact of the proposed development on existing wells and groundwater availability.**
  An attendee expressed concern that her existing well appears to be experiencing reduced water availability and questioned whether the addition of new residences could further impact groundwater resources in the area. The Applicant explained that the proposed development will be required to comply with all applicable City and utility requirements regarding water service and availability.

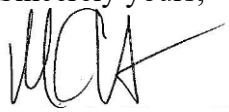
- **Concern regarding flooding during hurricanes and other significant storm events.**
  The Applicant explained that stormwater management has been incorporated into the project design, including numerous retention ponds throughout the proposed development. The stormwater management system will be required to satisfy applicable City requirements and is

intended to appropriately accommodate and mitigate stormwater impacts associated with development of the property, including during significant rainfall events.

- **Concern regarding additional traffic generated by the proposed development.**
  The Applicant explained that a traffic study will be performed to evaluate the anticipated traffic impacts associated with the proposed development. The project will be required to comply with the City's applicable transportation and traffic requirements based upon the results of that study.

- **Inquiry regarding whether a westbound left-turn lane or other roadway improvement may be necessary to accommodate traffic associated with the project.**
  City staff explained that certain improvements to the existing roadway system, including issues associated with a potential westbound left-turn lane, involve matters within the City's responsibility and control. The Applicant further explained that the project's traffic impacts will be evaluated through the required traffic study and that the development will comply with any applicable requirements identified through the City's review of that study.

Sincerely yours,



Michael D. Chiumento III

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180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

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AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUERO VIVIANA PEREZ
& YUNIER E FALCON MARTINEZ W&H
34 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

ALESSANDRI VICTOR RICHARD
& SHARON LEE H&W
35 E SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ALTMAN MAKSIM
104 NIGHTHAWK LANE
PALM COAST, FL 32164

ANDRADE MANUELA & ARTUR P H&W
20 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

AUCELLA MICHAEL JOSEPH & MELISSA
108 NIGHTHAWK LANE
PALM COAST, FL 32164

AXE CAP INVESTMENTS LLC
2991 E WHITE STAR AVENUE
ANAHEIM, CA 92806

BAIR JOSEPH KEVIN & DIANE KAY H&W
112 NIGHTHAWK LANE
PALM COAST, FL 32164

BEAUVOIR JONATHAN GEORGE &
JOAN LIZ PAINSON & MARIE LISA BEAU
6 SLIGO MILL CT
PALM COAST, FL 32164

BECKWITH HERBERT &
LOIS H&W
912 N PENINSULA DR
DAYTONA BEACH, FL 32118

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOYER CLIFTON C & DEBRA G H&W
121 NIGHTHAWK LANE
PALM COAST, FL 32164

BRADY HELENA
110 NIGHTHAWK LANE
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CARLSON JOSHUA
116 NIGHTHAWK LANE
PALM COAST, FL 32164

CATALANO MICHAEL & LISA H&W
18 SLIPPER FLOWER PATH
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

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CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONNELLY WANDA B
39 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

CONWAY THOMAS & CAROLYN H&W
106 NIGHTHAWK LANE
PALM COAST, FL 32164

COOK RANDY D & VICTORIA B H&W
12 SLIPPERY ROCK PL
PALM COAST, FL 32164

CROWELL SUSAN JANET
107 NIGHTHAWK LN
PALM COAST, FL 32164

DAVIS WILLIAM
& NORRIE FULFORD JTWROS
6 SLIPPER ORCHARD TRAIL W
PALM COAST, FL 32164

DE LIMA ALEX OLIVEIRA RODRIGUES &
105 NIGHTHAWK LANE
PALM COAST, FL 32164

DELEO GIA
119 NIGHTHAWK LANE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

ELDER PATRICK & REBECCA
OSTALKIEWICZ
5 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ETC CUSTODIAN FBO
KIM WEAGLEY IRA
11050 QUAKER STREET
CONSTANTINE, MI 49042

FKH SFR M LP
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ATLANTA, GA 30339

FKH SFR M LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

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PALM COAST, FL 32164

FOLWELL RANDIE HONELLA &
& MICHAEL J W&H
30 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

FORTE JESSICA ANN
2 SLIGO MILL COURT
PALM COAST, FL 32164

FREDERIC WADELINE &
NEHEMIE MOISE JTWROS
7 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

GARRETT GREGORY J & LAARNI
ALVARADO GARRETT H&W
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JACKSONVILLE, FL 32256

GRAPER JOHN G
29 SLIPPER ORCHID TRAIL
PALM COAST, FL 32137

GUERRERO JONSON
& ANA N URRISTE
42 FAIRBANK LN
PALM COAST, FL 32137

HARVEY KIPPER SCOTT & ALICIA LIGU
115 NIGHTHAWK LANE
PALM COAST, FL 32164

HASHMY KHATIJA A
TRUSTEE
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CHICAGO, IL 60640

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOTALING TAMMY & TODD R W&H
5 SLIPPER FLOWER PATH
PALM COAST, FL 32164

HOUTZ JEFFREY & DAWN LOUISE H&W
8 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

HUBERT KAREN T
3 SLIPPER FLOWER PATH W
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
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DALLAS, TX 75248

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LLC
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DALLAS, TX 75248

KASHCHEYEV YURIY M
& TATYANA Y RUZHYTSKA JTWROS
33 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

KOSIVI JOYCE
9 SLIPPERY ROCK PL
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

MAGGIO MICHAEL & MARCELLE H&W
50 MEADOWBROOK RD
BRICK, NJ 08723

MAYFIELD JOHN A
& KRISTEN LEWIS JTWROS
31 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MYERS DIANA JEAN
22 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

NEWTON RENEE
2 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

PIERRE LUCEY LUNIQUE
8 SLIGO MILL COURT
PALM COAST, FL 32164

REMISHEVSKIY LARISA & OLEG
REMISHEVSKIY W&H
36 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

RISTESKI ZORAN
131 ORCHARD STREET
ELMWOOD PARK, NJ 07407

RODGERS JEANETTE
114 NIGHTHAWK LANE
PALM COAST, FL 32164

RODRIGUEZ VICTOR
& NILDA ESMERALDA H&W
4 SLIGO MILL COURT
PALM COAST, FL 32164

RUCHKIN VITALIY &
TATYANA SIDORKINA JTWROS
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BROOKLYN, NY 11229

SARKARY HOMI G
1 TALL TREE LANE
POUGHKEEPSIE, NY 12601

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BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

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COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY
PALM COAST, FL 32164

SOFIO DAWN
& MICHAEL ROBERT AMERI JTWROS
103 NIGHTHAWK LANE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA ANN
H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA
ANN STOLTZ H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

THORNTON STEPHANIE ROSE & TRAVI
109 NIGHTHAWK LANE
PALM COAST, FL 32164

ZHITNIKOV SERGEY
& SVETLANA ALTMAN H&W
457 GRAND LANDINGS PKWY
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
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BUNNELL, FL 32110

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DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

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DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
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ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
5 SLOCUM PATH
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MELENDEZ JOHN STEPHON
& EVELYN REYES JTWROS
2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
2 SLOCUM PATH
PALM COAST, FL 32164

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

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COUNTY FLORIDA
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BUNNELL, FL 32110

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SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
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SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

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16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

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105 NE 1ST STREET
DELRAY BEACH, FL 33444

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

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BUNNELL, FL 32110

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DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GIORDANO MICHAEL & MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUILAR IRMA & ANNA TORRES
359 LINCOLN STREET
WORCESTER, MA 01605

AMBROSE RONALD & DIANNE H&W
11 SLOGANEER TRAIL
PALM COAST, FL 32164

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

ANGERT YAKOV &
VICTORIA ANGERT
7375 SW 101ST AVE
BEAVERTON, OR 97008

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOTELHO ERIC
& MELISSA R ROSENTHAL JTWROS
23 SLOGANEER TRL
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CHAN KIMLEANG & SEAVKONG TANN A
103 SLOGANEER TRL
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONDUS THOMAS L &
PRESENTACION AMC
118 CHURCH STREET
LAKE RONKONKOMA, NY 11779

CORRALIZA PARBATIE
& EDDUNIO J CORRALIZA W&H
5 SLOGAN COURT
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DUBOIS DAVID A &
RHONDA M H&W
27 SLOGANEER TRL
PALM COAST, FL 32164

DUFFY CHRISTINA D
194 ADAMS WAY
SAYVILLE, NY 11782

EATON STEPHEN & SUSAN H&W
27 SLOCUM PATH
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
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ATLANTA, GA 30328

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FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLORES OSWALDO F & DAYMARA
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21 SLOCUM PATH
PALM COAST, FL 32164

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MARIA
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NEW CITY, NY 10956

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GRAYBEAL STEVEN
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PALM COAST, FL 32164

HUTCHINS ALEXANDRIA ANN &
CHRISTINA ROSE HUTCHINS JTWROS
29 SLOGANEER TRL
PALM COAST, FL 32164

JACOBS BRANDON L
& DIANA E H&W
5 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
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105 NE 1ST STREET
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LAMBERT JOANNE TRUSTEE
150 STANDISH DRIVE
ORMOND BEACH, FL 32176

LAU AGNES
LIFE ESTATE
8 SLOCUM PATH
PALM COAST, FL 32164

MANJARRES CHASE & SALINA H&W
6 SLOCUM PATH
PALM COAST, FL 32164

MARKS KRISTINE A
8 SLOGANEER TRAIL
PALM COAST, FL 32164

MCDONALD GLADSTONE
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2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W&
6 SLOGAN PL
PALM COAST, FL 32164

MITTEL FRED &
LYNNE H&W
25 SLOGANEER TRAIL
PALM COAST, FL 32164

MONTERO ALBERTO ZELEDON
& OLGA VIRGINIA MESEN MURILLO H&\
14 SLOCUM PATH
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
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MIAMI, FL 33181

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MIAMI, FL 33181

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JULIE ANNETTE OVERTON H&W
15 SLOGANEER TRAIL
PALM COAST, FL 32164

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

PALM COAST SLOGAN LLC
304 S JONES BLVD #5313
LAS VEGAS, NV 89107

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

RAMSARAN RICARDO
7 SLOGAN PLACE
PALM COAST, FL 32164

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

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SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY STE 7
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SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SLOVAK JOHN L AND
HELLEN J (TRUSTEES)
200 W CR 330
BUNNELL, FL 32110

SMITH CONNOR CHRISTIAN
& ALEXANDRA MARIE MASON JTWROS
17 SLOGANEER TRL
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

Cascades

NEIGHBORHOOD MEETING – TUESDAY August 11, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Hellen Stanard	200 CR 330	405-317-9173	
John Stanard	200 CR 330		
Eduvio J. Correa Iz	5 Slogan Ct	305-773-0992	eduvioCorreaIza@gmail.c
José Papa	160 Lake Ave		jpapa@palmcoastgov.com

Future Land Use Map Amendment Application Form

COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY

Application # _____ **Submittal Date** _____

Application Fee Paid ☐ Yes ☐ No **Acceptance Date** _____

Application Fee Amount $ _____ **Project Manager** _____

Notes _____

PART A - REQUEST

A.1 **Project Name** Cascades

A.2 **Future Land Use Map (FLUM) Amendment Type** ☐ Large-Scale ☐ Small-Scale

A.3 **Subject Property Address** Seminole Woods Blvd.

A.4 **Parcel Identification Number(s)** See attached Exhibit "B"

	Existing	Proposed
A.5 **Use of Property**	Vacant/Residential	Residential
A.6 **FLUM Designation**	Residential	Residential
A.7 **Zoning District**	SFR-1	MPD

PART B - APPLICANT INFORMATION

B.1 **Applicant** ☑ Owner *(If Checked, Skip B.2 - B.4)* ☐ Authorized Agent

B.2 **Agent Name** Michael D. Chiumento III **Title** Attorney for Byrndog PCP, LLC

B.3 **Agent Company** Chiumento Law, PLLC

B.4 **Agent Address** 145 City Place, Suite 301, Palm Coast, FL 32164

B.5 **Contact Information** **Phone** (386) 445-8900 **Fax** (386) 445-6702

Email Address Michael3@legalteamforlife.com

B.6 **Owner Name** Byrndog PCP, LLC KL Seminole Trace, LLC & JTL Grand Landings Development, LLC

B.7 **Owner Address** _____

PART C - ADDITIONAL INFORMATION

C.1 **Contract for Sale or Option to Purchase** ☐ Yes ☐ No *(If Checked, Skip C.2 and C.3)*

C.2 **Parties Involved** _____

C.3 **Contract/Option** ☐ Contingent ☐ Absolute

C.4 **Pre-Application Meeting** **Date** _____ ☐ **Waived by Staff**

_____ **Initials** *(Staff Only)*

C.5 **Received and Read Applicant's Handbook** ☐ Yes ☐ No

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ❑ Original Recorded Warranty Deed
❑ Boundary Survey and Legal Description ❑ Development Timetable
❑ Sales or Option to Purchase Contract *(if applicable)*

Agent Authorization ❑ Signed and Notarized Authorization Form *(ONLY if Agent is Applicant)*

Density / Intensity and Population ❑ Density/Intensity and Population Analysis

Public Facilities Availability ❑ Traffic Data and Analysis ❑ Potable Water Data and Analysis
❑ Potable Water Availability Worksheet ❑ Wastewater Data and Analysis ❑ Letter from Utility Department
❑ Solid Waste Data and Analysis ❑ Public Recreation and Open Space Data and Analysis
❑ Public Schools Data and Analysis

Environmental and Cultural Resources ❑ Preliminary Environmental Site Assessment

Consistency with Comprehensive Plan ❑ Comprehensive Plan Consistency Analysis

Other ❑ Land Use Compatibility Analysis ❑ Intergovernmental Coordination Analysis
❑ Urban Sprawl Analysis *(May be Required)* ❑ List of Property Owners
❑ Proof of Meetings(s) with Neighborhood and Home Owners' Associations
❑ Letters of Support *(Optional)*

PART E - ACKNOWLEDGEMENTS, AUTHORIZATION, AND CERTIFICATION

By my signature hereto, I do hereby certify that the information contained in this Application is true and correct to the best of my knowledge, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this Application.

I hereby authorize City staff to enter upon my property at any reasonable time for the purposes of investigating and reviewing this request. I hereby agree to place a public notice sign (placard) on my property at a location(s) to be determined by City staff.

I further acknowledge that the City of Palm Coast may not defend any challenges to my proposed Future Land Use Map amendment (Comprehensive Plan Text amendment) and related development approvals, and that it may be my sole obligation to defend any and all actions and approvals, which authorize the use or development of my property. Submission of this form initiates a process and does not imply approval by the City of Palm Coast or any of its boards, commissions or staff.

I further acknowledge that I have read the information contained in this application form pertaining to proposed amendments to the official Zoning Map, official Future Land Use Map, and/or Comprehensive Plan and have had sufficient opportunity to inquire with regard to matters set forth therein and. Accordingly, I fully understand all applicable procedures and matters relating to this Application.

I hereby represent that I have the lawful right and authority to file this Application.

APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature	Type or Print Name	Date
	Byrndog PCP, LLC	8-26-25

(SEAL)

State of Maine County of York

The foregoing application as acknowledge before me this 26th day of August, 2025 by Jeffrey R. Douglas, who is/are personally known to me, or who has/have produced Drivers License as identification.

Signature of Notary of Public

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ☐ Original Recorded Warranty Deed
☐ Boundary Survey and Legal Description ☐ Development Timetable
☐ Sales or Option to Purchase Contract *(if applicable)*

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Consistency with Comprehensive Plan ☐ Comprehensive Plan Consistency Analysis

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☐ Letters of Support *(Optional)*

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APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature	Type or Print Name	Date
[signature]	David M. West, as Manager of JTL Grand Landings Development, LLC	8/21/25

Signature of Notary of Public

Eric Phillip Hannaman
My Commission Expires
6/2/2026
Notary ID 131582651

State of TEXAS County of DALLAS

The foregoing application as acknowledge before me this 21 day of August, 2025 by David M. West, who is/are personally known to me, or who has/have produced DRIVERS LICENSE as identification.

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ❑ Original Recorded Warranty Deed
❑ Boundary Survey and Legal Description ❑ Development Timetable
❑ Sales or Option to Purchase Contract *(if applicable)*

Agent Authorization ❑ Signed and Notarized Authorization Form *(ONLY if Agent is Applicant)*

Density / Intensity and Population ❑ Density/Intensity and Population Analysis

Public Facilities Availability ❑ Traffic Data and Analysis ❑ Potable Water Data and Analysis
❑ Potable Water Availability Worksheet ❑ Wastewater Data and Analysis ❑ Letter from Utility Department
❑ Solid Waste Data and Analysis ❑ Public Recreation and Open Space Data and Analysis
❑ Public Schools Data and Analysis

Environmental and Cultural Resources ❑ Preliminary Environmental Site Assessment

Consistency with Comprehensive Plan ❑ Comprehensive Plan Consistency Analysis

Other ❑ Land Use Compatibility Analysis ❑ Intergovernmental Coordination Analysis
❑ Urban Sprawl Analysis *(May be Required)* ❑ List of Property Owners
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❑ Letters of Support *(Optional)*

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APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature — KL Seminole Trace, LLC By:Kolter Group, LLC, as Manager — Type or Print Name — Date

Signature — James P. Harvey — Type or Print Name — 08/25/2025 — Date

Signature — Type or Print Name — Date

BRYON T. LOPRESTE
MY COMMISSION # HH 456433
EXPIRES: January 27, 2028

State of Florida County of Hillsborough

The foregoing application as acknowledge before me this 25 day of August, 2025 by James P. Harvey, who is/are personally known to me, or who has/have produced _____ as identification.

Signature of Notary of Public

EXHIBIT “A”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A

DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE

OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A

CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF

223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH

64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE

OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A

DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

JTL GRAND LANDINGS DEVELOPMENT, LLC

29-12-31-0000-01010-0025 (44.06 acres)
29-12-31-0000-01010-0010 (0.23 acres)

BYRNDOG PCP, LLC

29-12-31-0000-01010-0021 (166.23 acres)
32-12-31-0650-000B0-0020 (20.67 acres)
30-12-31-0000-01020-0040 (35.89 acres)
31-12-31-0000-01070-0030 (2.80 acres)

KL SEMINOLE TRACE, LLC

29-12-31-0000-01020-0000 (105.52 acres)

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *
Christy Earls

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Ormond Beach, FL 32174

Proudly serving Flagler and Volusia Counties for over 50 years

January 5, 2025

City of Palm Coast
Attn: Jose Papa
Via City Portal Only

RE: Cascades at Grand Landings – Comp Plan Amendment
Application No. 6419

Dear Jose:

Please accept this letter as the Applicant's formal **cover letter** submitted in support of the enclosed **Future Land Use Map (FLUM) Amendment Application**, in accordance with the City of Palm Coast Applicant's Handbook for Future Land Use Map Amendments.

1. Subject Property Size
The subject property consists of approximately **380± acres**.

2. Existing Land Uses (Subject and Abutting Properties)
The subject property is currently utilized primarily as single-family residential, **silvicultural land**, with extensive upland and wetland areas. Abutting properties consist of a combination of **existing residential development**, **vacant land**, **conservation areas**, and lands planned for future residential development.

3. Existing Future Land Use Map Designations
The subject property is currently designated **Residential** and **Conservation** on the City of Palm Coast Future Land Use Map. Abutting properties carry a mix of **Residential** and **Conservation** designations consistent with the City's long-range planning framework.

4. Proposed Future Land Use Map Designation
The Applicant requests approval of a Future Land Use Map amendment to allow the subject property to be designated **Residential and Conservation**, with a policy limiting development to a **maximum of 780 dwelling units** within the Residential areas.

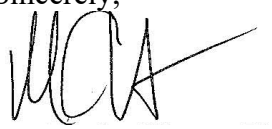
5. Justification for the Requested FLUM Amendment
The requested amendment is justified for the following reasons:

- The amendment is **consistent with the City of Palm Coast Comprehensive Plan**, including policies supporting residential development along major collector roadways such as **Seminole Woods Boulevard**.
- The site is appropriately located near existing and planned infrastructure, including **water and wastewater facilities**, and provides direct access to regional transportation corridors.
- The proposal maintains substantial **conservation areas**, protecting environmentally sensitive lands and complying with City, state, and federal environmental regulations.
- The planned development pattern is **compatible with surrounding land uses**, providing a logical transition between existing residential neighborhoods and preserved natural areas.
- The amendment supports **orderly growth**, efficient service delivery, and long-term land use planning objectives of the City.

The proposed Future Land Use Map amendment implements the City's adopted policies by balancing residential growth with environmental protection while ensuring adequate public facilities and infrastructure.

The Applicant respectfully requests that this application be reviewed for completeness and scheduled for consideration in accordance with the City's adopted procedures and applicable law. We appreciate the assistance of City staff throughout this process and remain available to provide any additional information that may be requested.

Sincerely,



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CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

June 16, 2026

City of Palm Coast
Attn: Jose Papa, Project Manager
160 Lake Avenue
Palm Coast, FL 32164
Via Portal

RE: Cascades at Grand Landings (Seminole Trace)
Future Land Use Amendment
Application Number 6419

Dear Mr. Papa:

On behalf of the applicant, please accept this response to the City's request for additional information dated January 14, 2026, regarding the above-referenced application. Each item has been addressed as follows:

1. **Transportation Impact Analysis (TIA)**

The Traffic Impact Analysis has been prepared by ETM in coordination with City staff and in accordance with the approved methodology. The analysis evaluates existing, background, and future conditions and concludes that the proposed development will not result in significant adverse impacts to the surrounding roadway network. Minor access improvements consisting of eastbound left-turn lanes at both project driveways are recommended and will be constructed in accordance with City standards.

2. **Potable Water Impact Analysis**

a. Per ETM **St. Johns River Water Management District Potable Water Availability Worksheet** doesn't exist.

b. A **Utility Department Level of Service (LOS) letter** has been requested and will be provided. The Applicant has coordinated with City Utilities to confirm service availability and

capacity. However, please remember that the City recently provided the adjacent project with a letter showing availability.

3. **Wastewater Impact Analysis**

A **Utility Department LOS letter addressing wastewater service capacity** has been requested and will be provided. Based on preliminary coordination with City Utilities, adequate capacity is anticipated to serve the proposed development without degradation of LOS. The requested coordination letter will be delivered to the City prior to the Planning Board meeting**.** However, please remember that the City recently provided the adjacent project with a letter showing availability.

4. **School Capacity Coordination**

A coordination request will be submitted to the Flagler County School District. Correspondence confirming the impact on school capacity will be provided upon receipt.

5. **FLUM Mapping and Amendment Materials**

The following materials are included with this submittal:

- Map depicting the subject property and surrounding area
    - provided
- Proposed FLUM Map amendment exhibit
    - Not needed, Not changing FLUM Map,
- Proposed FLUM text amendment (if applicable)
    - Not needed, no text amendment.

These materials accurately reflect the requested land use change and are consistent with the submitted application.

6. **Neighborhood Meeting Documentation (LDC Sec. 2.05.02)**

The required neighborhood meeting will be scheduled and conducted in accordance with LDC Section 2.05.02 **prior to Planning Board consideration**. Documentation of the meeting, including notices, attendance, and summary of comments, will be provided for the record in advance of the public hearing.

Amendment to Application and Subject Property

The Applicant hereby provides formal notice of a revision to the application to clarify the parties and property subject to the requested FLUM amendment. Specifically, **JTL Grand Landings Development** has withdrawn as an applicant to this request, and the real property associated with JTL Grand Landings Development, as more particularly described in **Exhibit "A"**, is hereby removed from the application. Accordingly, the application shall proceed solely with respect to

the property owned or controlled by KL Seminole Trace, LLC and Byrndog PCP, LLC as legally described in **Exhibit "B"**, which is incorporated herein by reference.
This modification reduces the geographic scope of the application descriptions, and supporting materials to conform to the boundary.

Conclusion and Completeness Position

The Applicant has made substantial progress in addressing all outstanding items and continues to coordinate with City staff and external agencies to finalize remaining documentation. The revision to the application described herein constitutes a reduction in scope and **does not represent a substantive change** to the requested FLUM amendment or its anticipated impacts.

Accordingly, the Applicant respectfully requests that the City continue processing the application under the existing review timeline and deem the application sufficient for further processing upon satisfaction of the remaining ministerial items identified above. We respectfully request to be placed on the **September Planning Board agenda**.

Please advise if any additional information is required at this stage.

Sincerely,



Michael D. Chiumento III
Managing Partner
MDC/cm

Enclosures

EXHIBIT "A"

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST,

A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A

CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11"

WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH

15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE

OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC

DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A

DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE

LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Christy Earls
Diane A. Vidal, P.A.*
Thomas R. Pycraft *

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Michael D. Chiumento III
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Michael3@legalteamforlife.com

Proudly serving Flagler and Volusia Counties for over 50 years

July 21, 2026

Jose Papa, Project Manager
City of Palm Coast
Community Development Department
160 Lake Avenue
Palm Coast, Florida 32164

Re: Response to Staff Comments – Third Submittal
Cascade at Grand Landings – Future Land Use Map Amendment (Small Scale)
Application No. 6419

Dear Mr. Papa:

On behalf of the Applicant, please accept the following responses to the outstanding staff comments regarding the above-referenced Future Land Use Map Amendment application. Revised plans and supporting materials are included with this resubmittal unless otherwise noted.

PLANNING PROJECT MANAGER

Comment 1
Letter from Utilities Department regarding impact on Level of Service for the Utility Department's existing service area.
Response:
Letter was requested and will be provided when the City's Utility Department responds. Please note that it is the applicant's and its engineers experience that such analysis is not done by the City Utility Department until an application for site plan or preliminary plat are submitted.

Comment 2
Coordination letter from the School District regarding school capacity.

Response:
Forthcoming.

Comment 3
Updated proposed FLUM map showing the area subject to the proposed amendment and proposed limits for development.

Response:
The Future Land Use Map has been revised to clearly identify the property subject to the requested amendment and the proposed development limits. Please see the revised FLUM Map included with this resubmittal.

Comment 4
Neighborhood Meeting Documentation pursuant to LDC Section 2.05.02.
Response:
The required neighborhood meeting occurred on April 14, 2026. The neighborhood meeting documentation and responses were previously submitted to the City under separate cover in July 2026. For the City's convenience, those materials are attached again with this resubmittal.

Comment 5
Update the proposed FLUM map to identify the area to be covered by the proposed Seminole Trace MPD and include a note regarding the cap on the number of dwelling units.
Response:
The proposed Future Land Use Map has been revised to identify the area that will be governed by the proposed Master Planned Development. The map has also been revised to include the applicable note regarding the maximum number of residential dwelling units permitted within the planning area, as reflected in the proposed amendment.

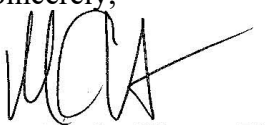
Comment 6
Resubmit Preliminary Environmental Site Assessment (PESA).
Response:
The Preliminary Environmental Site Assessment was previously resubmitted for the Cascades development and nothing has changed.

Comment 7
Additional comments may come from the Traffic Engineer.
Response:
The Applicant acknowledges this comment. Any traffic engineering comments received during the review process will be addressed as part of the continuing review of this application and, where applicable, through the subsequent Technical Site Plan and/or Preliminary Plat review process.

General Statement
The requested Future Land Use Map Amendment and the companion Master Planned Development application are intended to be reviewed together. The Future Land Use Map Amendment establishes the appropriate long-term land use designation for the property, while the companion MPD rezoning and subsequent technical site plan and preliminary plat applications will establish the detailed development standards, engineering design, and implementation requirements for the project.

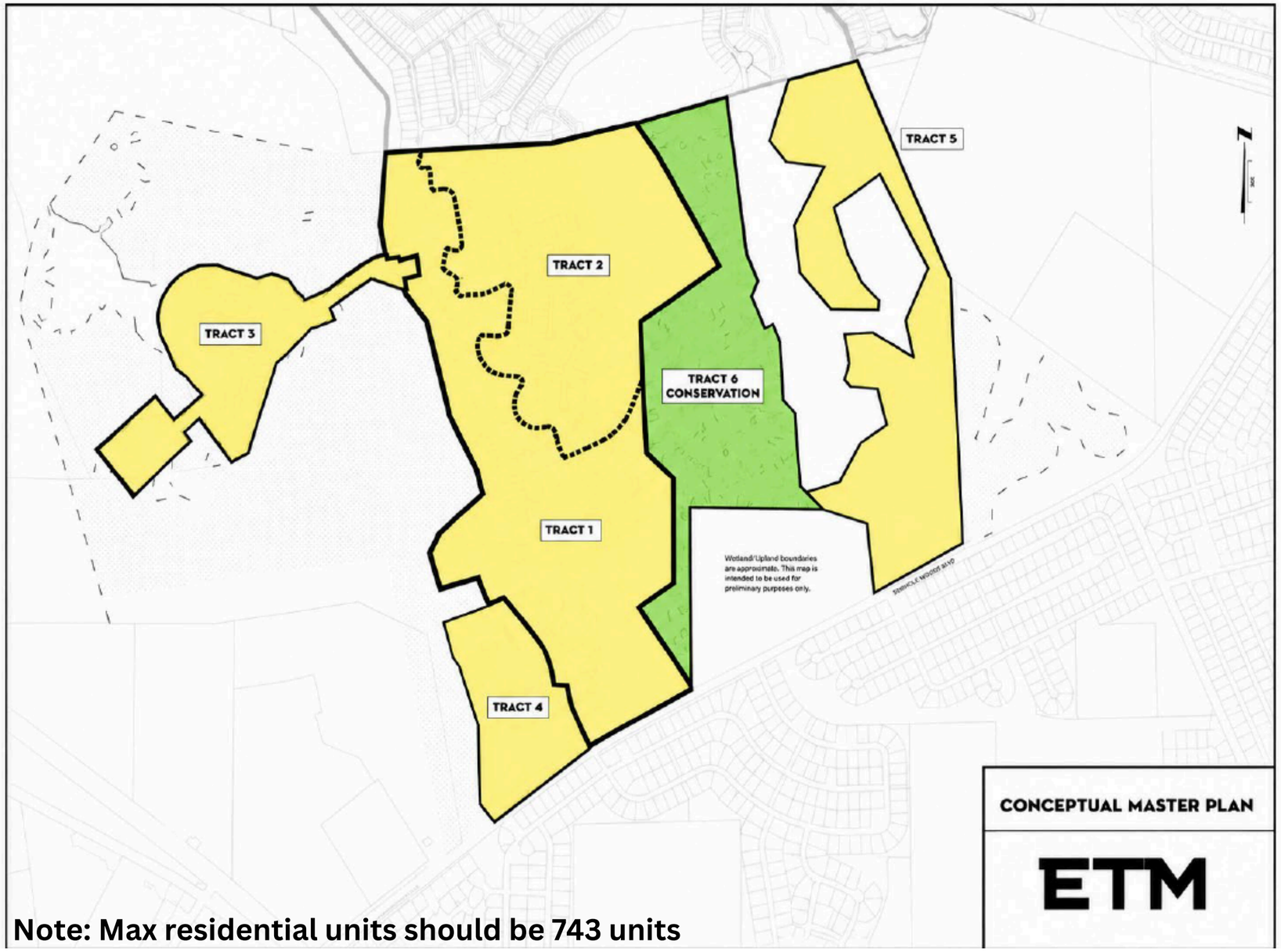
The Applicant appreciates staff's continued review of this application and respectfully requests that the application proceed toward public hearing.

Sincerely,



Michael D. Chiumento III
MDC/cm
Attorney for Applicant

Proposed FLUM



Note: Max residential units should be 743 units

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Diane A. Vidal, of counsel
Kareen Movsesyan

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Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

August 3, 2026

RE: Cascades at Grand Landings
Rezoning Master Planned Development Application Number 6418
Future Land Use Amendment Small Scale Application Number 6419

To Whom It May Concern:

Byrndog PCP, LLC and KL Seminole Trace, LLC are the owners of approximately 331.11 acres located in Seminole Woods area of Palm Coast off of Seminole Woods Parkway as further described on the attached **Exhibit "A".**

Currently, the owners have an application (#6418), into the City of Palm Coast to rezone the property from SFR-1 to MPD and increase the number of units by 327 which is consistent with the surrounding development. Application #6419 looks to remove the existing comprehensive plan policy. This request is subject to approval by the City Council, and has tentative public hearing dates scheduled as follows:

Planning and Land Development Regulation Board: August 19,2026 at 5:30pm.
City Council – First Reading: September 1, 2026 at 6pm.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, August 11, 2026, at 6:00 p.m. at the "Bistro Room" – Room 106 (Building #6) of Flagler Palm Coast High School, 5500 FL – 100, Palm Coast, Florida 32164** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"

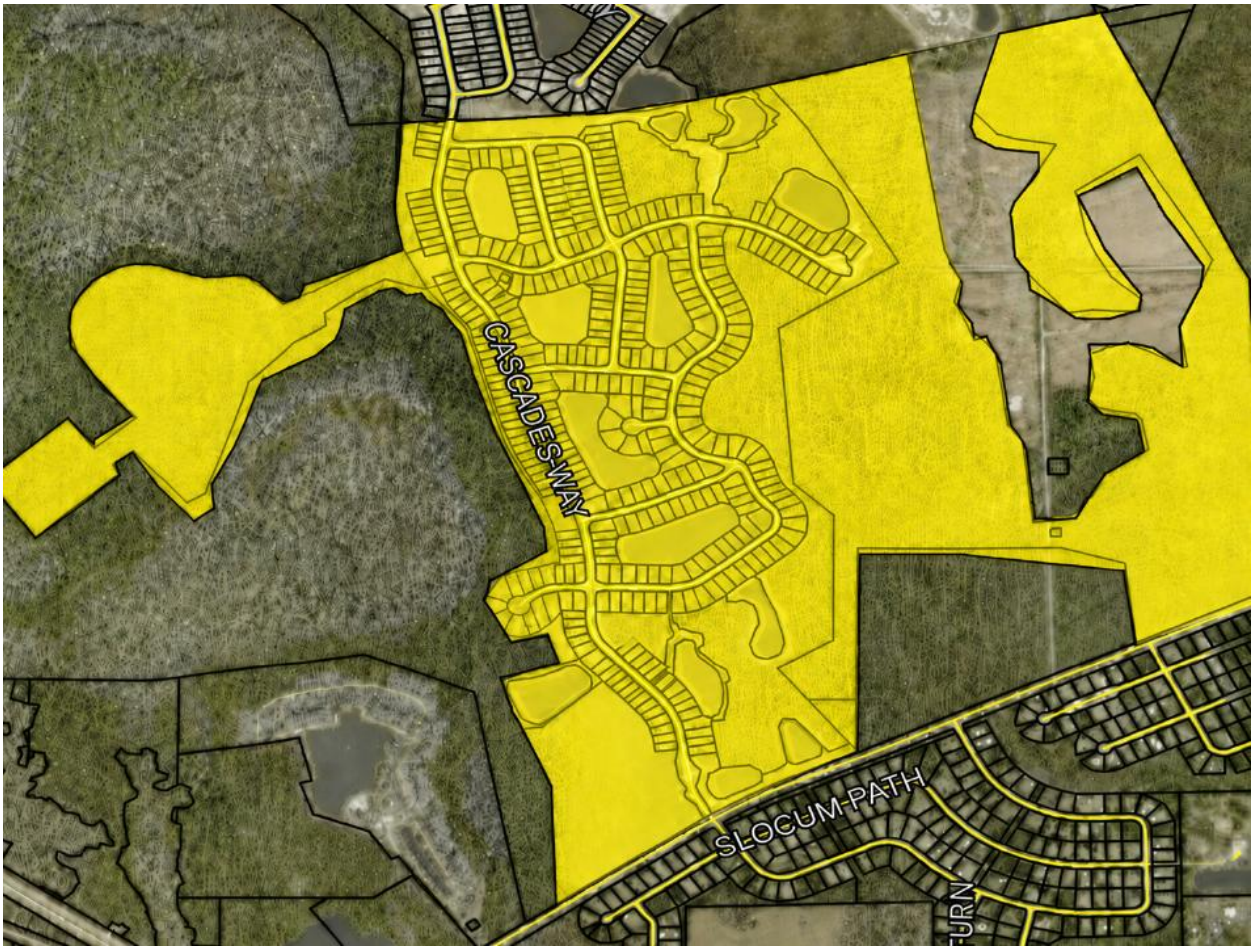
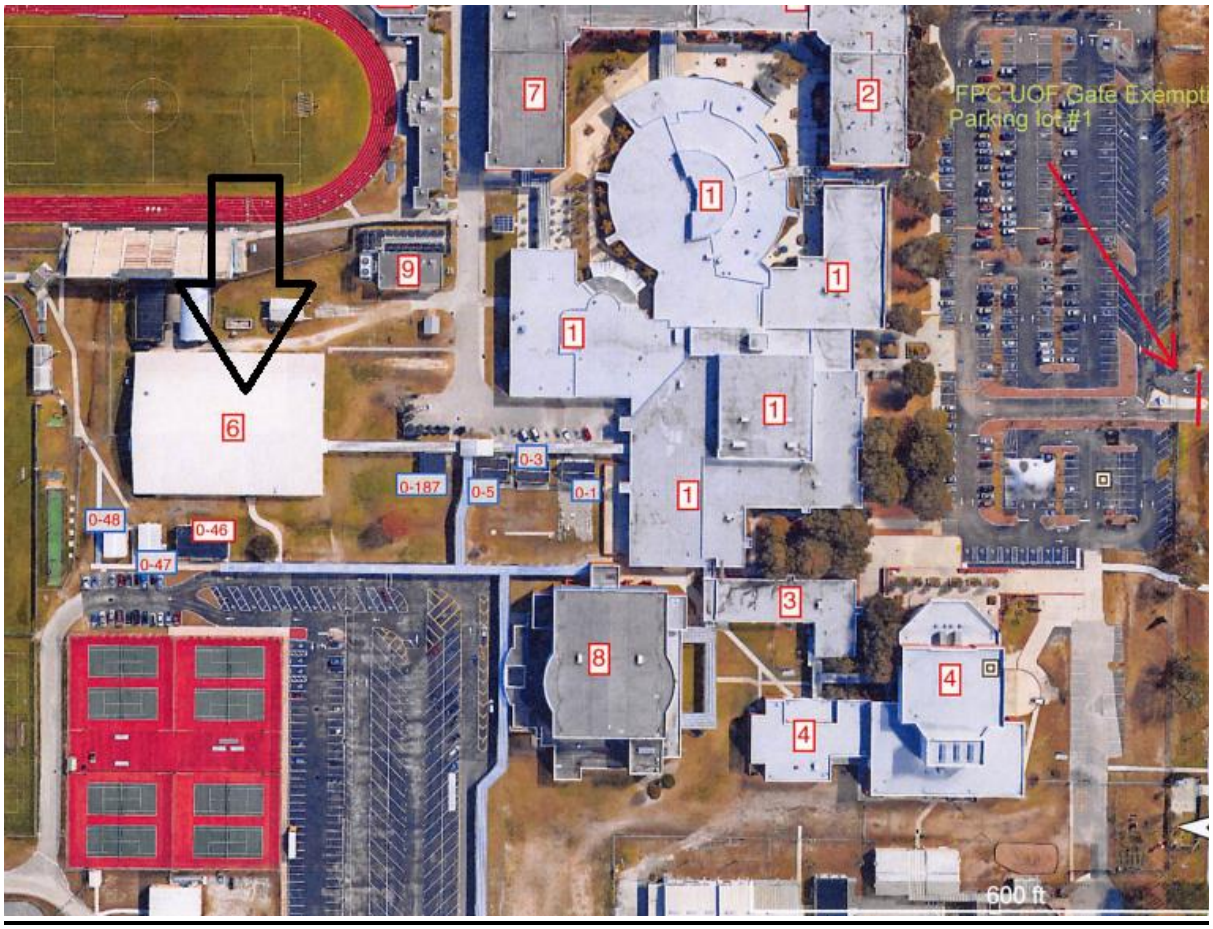


EXHIBIT "B"


7
2
FPC UOF Gate Exempt
Parking lot #1
1
9
1
1
6
1
0-3
0-187
0-5
0-1
1
0-48
0-46
0-47
3
8
4
4
600 ft

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

SCHOOL BOARD OF FLAGLER COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUERO VIVIANA PEREZ
& YUNIER E FALCON MARTINEZ W&H
34 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

ALESSANDRI VICTOR RICHARD
& SHARON LEE H&W
35 E SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ALTMAN MAKSIM
104 NIGHTHAWK LANE
PALM COAST, FL 32164

ANDRADE MANUELA & ARTUR P H&W
20 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

AUCELLA MICHAEL JOSEPH & MELISSA
108 NIGHTHAWK LANE
PALM COAST, FL 32164

AXE CAP INVESTMENTS LLC
2991 E WHITE STAR AVENUE
ANAHEIM, CA 92806

BAIR JOSEPH KEVIN & DIANE KAY H&W
112 NIGHTHAWK LANE
PALM COAST, FL 32164

BEAUVOIR JONATHAN GEORGE &
JOAN LIZ PAINSON & MARIE LISA BEAU
6 SLIGO MILL CT
PALM COAST, FL 32164

BECKWITH HERBERT &
LOIS H&W
912 N PENINSULA DR
DAYTONA BEACH, FL 32118

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOYER CLIFTON C & DEBRA G H&W
121 NIGHTHAWK LANE
PALM COAST, FL 32164

BRADY HELENA
110 NIGHTHAWK LANE
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CARLSON JOSHUA
116 NIGHTHAWK LANE
PALM COAST, FL 32164

CATALANO MICHAEL & LISA H&W
18 SLIPPER FLOWER PATH
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONNELLY WANDA B
39 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

CONWAY THOMAS & CAROLYN H&W
106 NIGHTHAWK LANE
PALM COAST, FL 32164

COOK RANDY D & VICTORIA B H&W
12 SLIPPERY ROCK PL
PALM COAST, FL 32164

CROWELL SUSAN JANET
107 NIGHTHAWK LN
PALM COAST, FL 32164

DAVIS WILLIAM
& NORRIE FULFORD JTWROS
6 SLIPPER ORCHARD TRAIL W
PALM COAST, FL 32164

DE LIMA ALEX OLIVEIRA RODRIGUES &
105 NIGHTHAWK LANE
PALM COAST, FL 32164

DELEO GIA
119 NIGHTHAWK LANE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

ELDER PATRICK & REBECCA
OSTALKIEWICZ
5 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ETC CUSTODIAN FBO
KIM WEAGLEY IRA
11050 QUAKER STREET
CONSTANTINE, MI 49042

FKH SFR M LP
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FKH SFR M LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLOYD APRIL LENORE & MATTHEW JR
21 SLOCUM PATH
PALM COAST, FL 32164

FOLWELL RANDIE HONELLA &
& MICHAEL J W&H
30 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

FORTE JESSICA ANN
2 SLIGO MILL COURT
PALM COAST, FL 32164

FREDERIC WADELINE &
NEHEMIE MOISE JTWROS
7 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

GARRETT GREGORY J & LAARNI
ALVARADO GARRETT H&W
6 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

GONZALEZ ERNESTO BORROTO
4 SLIPPER ORCHID TRL W
PALM COAST, FL 32164

GRAND LANDINGS MASTER HOMEOWN
7400 BAYMEADOWS WAY SUITE 317
JACKSONVILLE, FL 32256

GRAPER JOHN G
29 SLIPPER ORCHID TRAIL
PALM COAST, FL 32137

GUERRERO JONSON
& ANA N URRISTE
42 FAIRBANK LN
PALM COAST, FL 32137

HARVEY KIPPER SCOTT & ALICIA LIGU
115 NIGHTHAWK LANE
PALM COAST, FL 32164

HASHMY KHATIJA A
TRUSTEE
5401 N WAYNE
CHICAGO, IL 60640

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOTALING TAMMY & TODD R W&H
5 SLIPPER FLOWER PATH
PALM COAST, FL 32164

HOUTZ JEFFREY & DAWN LOUISE H&W
8 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

HUBERT KAREN T
3 SLIPPER FLOWER PATH W
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT
LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

KASHCHEYEV YURIY M
& TATYANA Y RUZHYTSKA JTWROS
33 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

KOSIVI JOYCE
9 SLIPPERY ROCK PL
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

MAGGIO MICHAEL & MARCELLE H&W
50 MEADOWBROOK RD
BRICK, NJ 08723

MAYFIELD JOHN A
& KRISTEN LEWIS JTWROS
31 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MYERS DIANA JEAN
22 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

NEWTON RENEE
2 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

PIERRE LUCEY LUNIQUE
8 SLIGO MILL COURT
PALM COAST, FL 32164

REMISHEVSKIY LARISA & OLEG
REMISHEVSKIY W&H
36 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

RISTESKI ZORAN
131 ORCHARD STREET
ELMWOOD PARK, NJ 07407

RODGERS JEANETTE
114 NIGHTHAWK LANE
PALM COAST, FL 32164

RODRIGUEZ VICTOR
& NILDA ESMERALDA H&W
4 SLIGO MILL COURT
PALM COAST, FL 32164

RUCHKIN VITALIY &
TATYANA SIDORKINA JTWROS
2360 BRIGHAM ST
BROOKLYN, NY 11229

SARKARY HOMI G
1 TALL TREE LANE
POUGHKEEPSIE, NY 12601

SCHOOL BOARD OF FLAGLER COUNTY
P O BOX 755
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY
PALM COAST, FL 32164

SOFIO DAWN
& MICHAEL ROBERT AMERI JTWROS
103 NIGHTHAWK LANE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA ANN
H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA
ANN STOLTZ H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

THORNTON STEPHANIE ROSE & TRAVI
109 NIGHTHAWK LANE
PALM COAST, FL 32164

ZHITNIKOV SERGEY
& SVETLANA ALTMAN H&W
457 GRAND LANDINGS PKWY
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SCHOOL BOARD OF FLAGLER COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

DREAM FINDERS HOMES LLC
14701 PHILIPS HIGHWAY SUITE 300
JACKSONVILLE, FL 32256

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
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KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
5 SLOCUM PATH
PALM COAST, FL 32164

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DELRAY BEACH, FL 33444

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MELENDEZ JOHN STEPHON
& EVELYN REYES JTWROS
2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
2 SLOCUM PATH
PALM COAST, FL 32164

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

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BUNNELL, FL 32110

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COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
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KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GIORDANO MICHAEL & MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUILAR IRMA & ANNA TORRES
359 LINCOLN STREET
WORCESTER, MA 01605

AMBROSE RONALD & DIANNE H&W
11 SLOGANEER TRAIL
PALM COAST, FL 32164

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

ANGERT YAKOV &
VICTORIA ANGERT
7375 SW 101ST AVE
BEAVERTON, OR 97008

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOTELHO ERIC
& MELISSA R ROSENTHAL JTWROS
23 SLOGANEER TRL
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CHAN KIMLEANG & SEAVKONG TANN A
103 SLOGANEER TRL
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONDUS THOMAS L &
PRESENTACION AMC
118 CHURCH STREET
LAKE RONKONKOMA, NY 11779

CORRALIZA PARBATIE
& EDDUNIO J CORRALIZA W&H
5 SLOGAN COURT
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DUBOIS DAVID A &
RHONDA M H&W
27 SLOGANEER TRL
PALM COAST, FL 32164

DUFFY CHRISTINA D
194 ADAMS WAY
SAYVILLE, NY 11782

EATON STEPHEN & SUSAN H&W
27 SLOCUM PATH
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

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FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

FLOYD APRIL LENORE & MATTHEW JR
21 SLOCUM PATH
PALM COAST, FL 32164

GIORDANO MICHAEL &
MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

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& PAULA CRISTINA ANDRE CACOILO G(
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PALM COAST, FL 32164

HUTCHINS ALEXANDRIA ANN &
CHRISTINA ROSE HUTCHINS JTWROS
29 SLOGANEER TRL
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JACOBS BRANDON L
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5 SLOGAN PLACE
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JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
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KL SEMINOLE TRACE LLC
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DELRAY BEACH, FL 33444

LAMBERT JOANNE TRUSTEE
150 STANDISH DRIVE
ORMOND BEACH, FL 32176

LAU AGNES
LIFE ESTATE
8 SLOCUM PATH
PALM COAST, FL 32164

MANJARRES CHASE & SALINA H&W
6 SLOCUM PATH
PALM COAST, FL 32164

MARKS KRISTINE A
8 SLOGANEER TRAIL
PALM COAST, FL 32164

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LYNNE H&W
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JULIE ANNETTE OVERTON H&W
15 SLOGANEER TRAIL
PALM COAST, FL 32164

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

PALM COAST SLOGAN LLC
304 S JONES BLVD #5313
LAS VEGAS, NV 89107

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

RAMSARAN RICARDO
7 SLOGAN PLACE
PALM COAST, FL 32164

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

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COUNTY FLORIDA
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BUNNELL, FL 32110

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SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32164

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SLOVAK JOHN L AND
HELLEN J (TRUSTEES)
200 W CR 330
BUNNELL, FL 32110

SMITH CONNOR CHRISTIAN
& ALEXANDRA MARIE MASON JTWROS
17 SLOGANEER TRL
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

CARTER ENVIRONMENTAL SERVICES

42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

October 18, 2022

BY EMAIL:
walker@douglaspd.com

Walker Douglas
Douglas Property & Development, Inc.
145 City Place, Suite 300
Palm Coast, FL 32164

SUBJECT: Environmental Assessment
Douglas - Cascades
Palm Coast, Flagler County, Florida
PINs: 29-12-31-0000-01010-0021, 29-12-31-0000-01010-0025, 30-12-31-0000-01020-0040, 31-12-31-0000-01070-0030, 32-12-31-0650-000B0-0020, 31-12-31-0000-01070-0000, & 30-12-31-0000-01020-0050

Dear Mr. Douglas,

Thank you for contacting Carter Environmental Services (CES). We appreciate the opportunity to be of service to you. The purpose of our work on the referenced property was to determine if there are any natural resource concerns that could potentially affect future development of the site. Specifically, this environmental assessment was focused on assessing the presence of or potential utilization by any threatened, endangered, or species of special concern (SSC) as listed by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC). CES also assessed the onsite wetlands from August through October of 2021. The results of this environmental assessment follow. Additionally, note that from 2006 to 2012, the site was permitted by the St. Johns River Water Management District (SJRWMD) under Permit No. 103071, sequences 1-4. All permit modifications have since expired, and no construction ever took place.

I trust that this information will be helpful in your preliminary planning. Please contact me if you have any questions or need additional information.

Sincerely,

Ryan A. Carter, PWS
Vice President

Enclosures: Location Map – Figure 1
Soils Map – Figure 2
FLUCFCS Map – Figure 3
FWC Bald Eagle Nest Locator Map – Figure 4
FNAI Biodiversity Matrix

1.0 CURRENT SITE CONDITIONS

The site appears to have been managed for silviculture for at least the past three decades, with pines growing on the northeastern portion of the site most recently harvested around 2015. From 2006 to 2012, the site was permitted by SJRWMD under Permit No. 103071, sequences 1-4. All permit modifications have since expired, and no construction ever took place.

The subject property totals approximately 379.85 acres and is generally bound by timberland and vacant commercial land to the north; wooded Flagler County-owned wetlands and timberland to the west; timberland and vacant land to the east; and Flagler County-owned timberland as well as Seminole Woods Boulevard, followed by single-family-home neighborhoods to the south (Figure 1). More specifically, the property is located in Sections 29, 30, & 32, Township 12 South, Range 31 East in Flagler County, Florida. On inspection, the property was observed to be comprised of both uplands and wetlands, with two upland community types and one wetland community, as documented by CES biologists. The species observed within the onsite communities were consistent with what is frequently found in pine plantations and hydric flatwoods in the area.

1.1 Wetlands

The site was previously permitted by SJRWMD under Permit No. 103071, sequences 1-4. We have a current application under review for wetland impacts at a portion of the site. That application has been assigned sequence 5 of this same permit number (103071-5).

1.2 Soils and Hydrology

Following a literature review, seven (7) soil types were mapped on-site (Figure 2). CES biologists were able to verify the presence and general extent of these soils on-site and they are consistent with the soil types found in the vicinity.

1.3 Vegetative Communities

CES characterized the habitat types on-site using the Florida Department of Transportation's *Florida Land Use Cover Form Classification System* (FLUCFCS). The locations and acreages of each type are depicted on the enclosed FLUCFCS Map (Figure 3).

CES staff noted two upland habitat types occurring on the property. Descriptions of these communities are as follows:

Pine Plantation (FLUCFCS 441) – This dominant community has a canopy of planted slash pine (*Pinus elliottii*) with an understory and groundcover of bitter gallberry (*Ilex glabra*), saw palmetto (*Serenoa repens*), and bracken fern (*Pteridium aquilinum*). On the subject property, large portions on the northeast section were more recently harvested (circa 2015).

Graded & Drained Roadway (FLUCFCS 8145) – This land classification category falls under the broader transportation category, which includes roads and highways. On the subject property, a semi-maintained dirt road spans the property from north to south on the eastern portion site.

CES staff noted one wetland habitat type occurring on the property. A description of this community is as follows:

Hydric Pine Flatwoods (FLUCFCS 625) – This community has a canopy of slash pine. The understory and groundcover are vegetated with scattered dahoon holly (*Ilex cassine*), loblolly bay (*Gordonia lasianthus*), fetterbush (*Lyonia lucida*), highbush blueberry (*Vaccinium corymbosum*), Virginia chain fern (*Woodwardia virginica*), and pipewort (*Eriocaulon* spp.).

2.0 PROTECTED SPECIES

A preliminary detailed characterization of the project site was conducted to identify probable habitat types and conditions on the site. References included the *Soil Survey of Flagler County, Florida,* aerial photographs, and the U.S. Geological Survey topographic map.

A review of federally and state-listed wildlife species was conducted using the most recent lists of endangered and threatened species for Flagler County, Florida. The lists were obtained from the following references:

- **U.S. Fish and Wildlife Service** (FWS)

  Flagler County Federally Listed Species, 2022.
- **Florida Fish and Wildlife Conservation Commission** (FWC)

  FWC 2018 list of Imperiled Species. Accessed online 2022.
- **Florida Natural Areas Inventory** (FNAI)

  Biodiversity Matrix online database. 2022. (See attached)

Based on these sources, a preliminary list of potentially occurring wildlife species was developed by understanding the preferred habitat for each of the species and the probability of the habitat occurrence in the project area. Biologists then conducted a limited pedestrian survey of the property to look for the presence of or potential utilization by any threatened, endangered or species of special concern (SSC) as listed by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC).

2.1 Protected Animal Species

2.1.1 Gopher Tortoise (*Gopherus polyphemus*)

CES determined it possible for gopher tortoises to exist on portions of the site based on the mapped soils, and during a site visit several burrows were identified near the northwestern boundary of the project area. Prior to initiation of any construction, CES will identify and map all potential gopher tortoise habitat on the site based on aerial photographs, soils maps, NWI maps, and other in-house resources. We will then conduct a pedestrian survey covering 100 percent of the project site's potential habitat pursuant to the methodologies of FWC to determine the extent of the on-site tortoise population. CES will ultimately relocate all tortoises to an FWC-permitted recipient site per permit requirements.

2.1.2 Wading Birds

A review of the current FWC internet database of wading bird colonies (FWC Wading Bird Rookeries, 2022) revealed no known colonies within a one-mile radius of the on-site wetlands. Also, the site is not located within an FWC-recognized wood stork (*Mycteria americana*) foraging area, with the nearest mapped wood stork colony located 13.7 miles to the southwest, at Lake Disston.

2.1.3 Bald Eagle (*Haliaeetus leucocephalus*)

Using the FWC Eagle Nest Locator Database (2022), CES found two bald eagle nests on record within a 5-mile radius the property, with the nearest nest located approximately 2.3 miles east of the property boundary (Figure 4). Further, no nests were located by CES biologists, and the likelihood of any bald eagles utilizing this site is low. While the bald eagle is not listed as threatened, endangered or as an SSC, it is protected by the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Based on these acts, certain activities are regulated by FWS when they occur near an active nest during nesting season (1 October to 15 May).

2.2 Protected Plant Species

In addition to protected animal species, CES biologists reviewed the site for protected plant species, none of which were observed. No coordination would be required with any

regulatory agency if protected plant species were observed in the future. Currently no regulations exist for protected plant species occurring on privately owned land, unless the landowner is harvesting and engaging in the commercial sale of the protected plant species.

3.0 FUTURE DEVELOPMENT

3.1 Federal Permitting

3.1.1 U.S. Army Corps of Engineers (ACOE)

Per the state (DEP) assumption on December 22, 2020, ACOE retains jurisdiction over navigable and coastal waters, including wetlands less than 300 feet from navigable/tidal waters. CES asserts that the wetlands on this property do not fall under current ACOE jurisdiction**. No coordination will be required with ACOE at this time.**

3.1.2 U.S. Fish and Wildlife Service (FWS)

FWS handles permitting associated with adverse impacts to federally listed wildlife or its habitat. Generally, separate coordination is required with FWS and federal permits are contingent upon receiving authorization from FWS. **There are no anticipated impacts to any federally listed species at this time, and no coordination will be necessary with FWS.**

3.2 State Permitting

3.2.1 St. Johns River Water Management District (SJRWMD)

Most new developments require a permit from SJRWMD. The type of permit required varies with the project acreage and acreage of wetland impact proposed. Many new developments that entail less than one acre of wetland impact will require a Standard Environmental Resource Permit. This permit is typically staff approved and frequently takes three to five months to process.

Developments that entail more than one acre of wetland impact will require an Individual Environmental Resource Permit. This permit is approved by SJRWMD staff and frequently takes seven months or more to process.

Additionally, SJRWMD requires that the applicant provide reasonable assurance that the proposed development will not cause adverse secondary impacts to the remaining wetlands on-site. An undisturbed upland buffer (minimum 15-foot width and 25-foot average width) around the remaining wetlands on-site is commonly used to provide assurance to SJRWMD that secondary impacts will not occur. On March 22, 2022, CES applied to SJRWMD for and Environmental

Resource Permit on your behalf, and the application has been assigned no. 103071-5 through the permitting process. **Based on wetlands being present on the site and expectations of impacts, a permit will be required for the proposed project on the site, requiring continued coordination with SJRWMD.**

3.2.2 Florida Department of Environmental Protection (DEP)

As of December 2020, DEP assumed authority to issue permits in the state under Section 404 of the federal Clean Water Act. Generally speaking, FDEP now has permitting responsibility for non-navigable and non-coastal waters, including wetlands more than 300 feet from navigable/tidal waters. **As impacts to DEP jurisdictional wetlands are proposed, coordination with DEP and a State 404 permit will be required.**

3.2.3 Florida Fish and Wildlife Conservation Commission (FWC)

FWC handles permitting associated with adverse impacts to state listed wildlife or its habitat. Generally, separate coordination is required with FWC and state permits are contingent upon receiving authorization from FWC. **As gopher tortoise burrows have been observed on the site, a relocation permit will be required and all tortoises within 25 feet of proposed construction will be relocated prior to construction.**

3.3 Local Permitting

3.3.1 City of Palm Coast

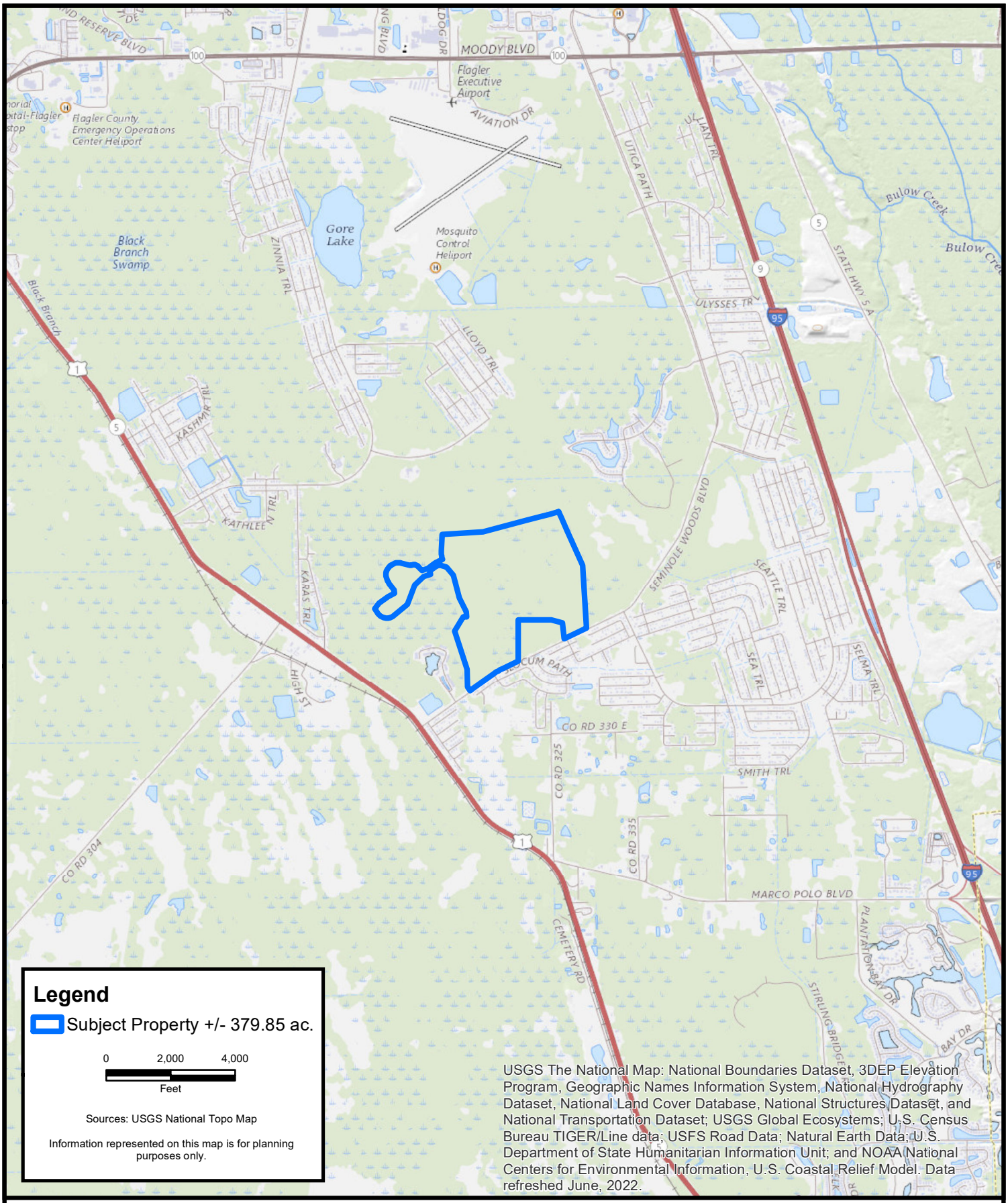
In addition to any State and Federal permitting required for the project, coordination will be required with the City of Palm Coast. Wetland impacts are typically assessed by the City, with emphasis placed on avoiding impacts to higher-quality wetlands and concentrating any wetland impacts to areas that provide a lesser ecological value. Impacts to higher-quality wetlands may not be allowed. Figure 3 depicts the onsite wetlands. **Because wetland impacts are proposed in conjunction with this project, a wetland quality assessment will be prepared for the City.**

4.0 RECOMMENDATIONS

Based on the assessment outlined above, this project has avoided many of the environmental issues associated with new developments and demonstrates responsible development practices by avoiding impacts to the majority of on-site wetlands. Gopher tortoise was the sole protected species located on the site; per the description above, all tortoise burrows on site will be mapped and all tortoises on site within 25 feet of proposed construction will be relocated to an FWC-

approved recipient site. No other protected species have been identified onsite, and the likelihood of any occurring is low.

Please call me at (904) 540-1786 if you have any questions or need additional information.



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CARTER ENVIRONMENTAL SERVICES, INC.
CES
42 Masters Drive
St. Augustine, FL 32084
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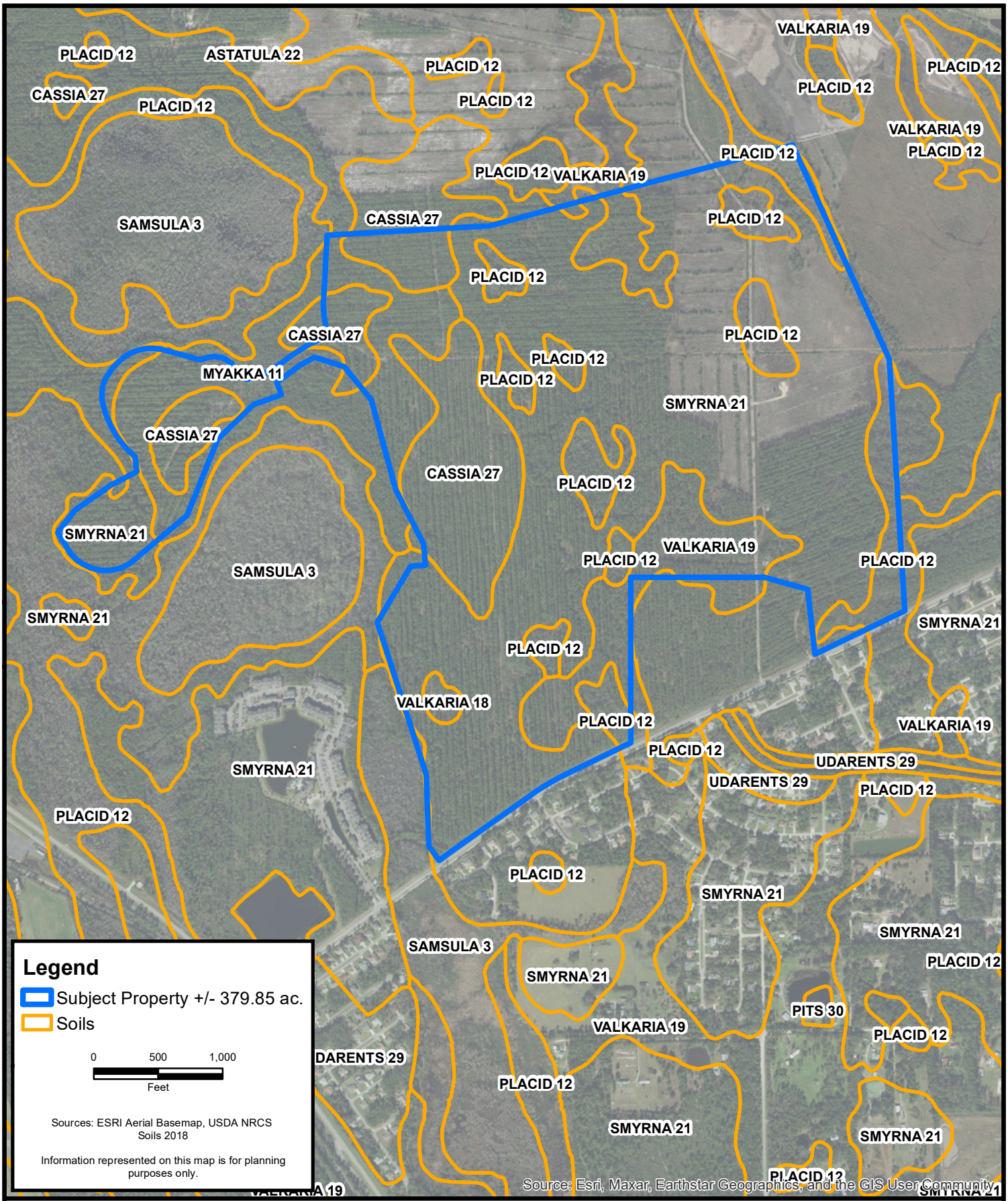
Location Map

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 1



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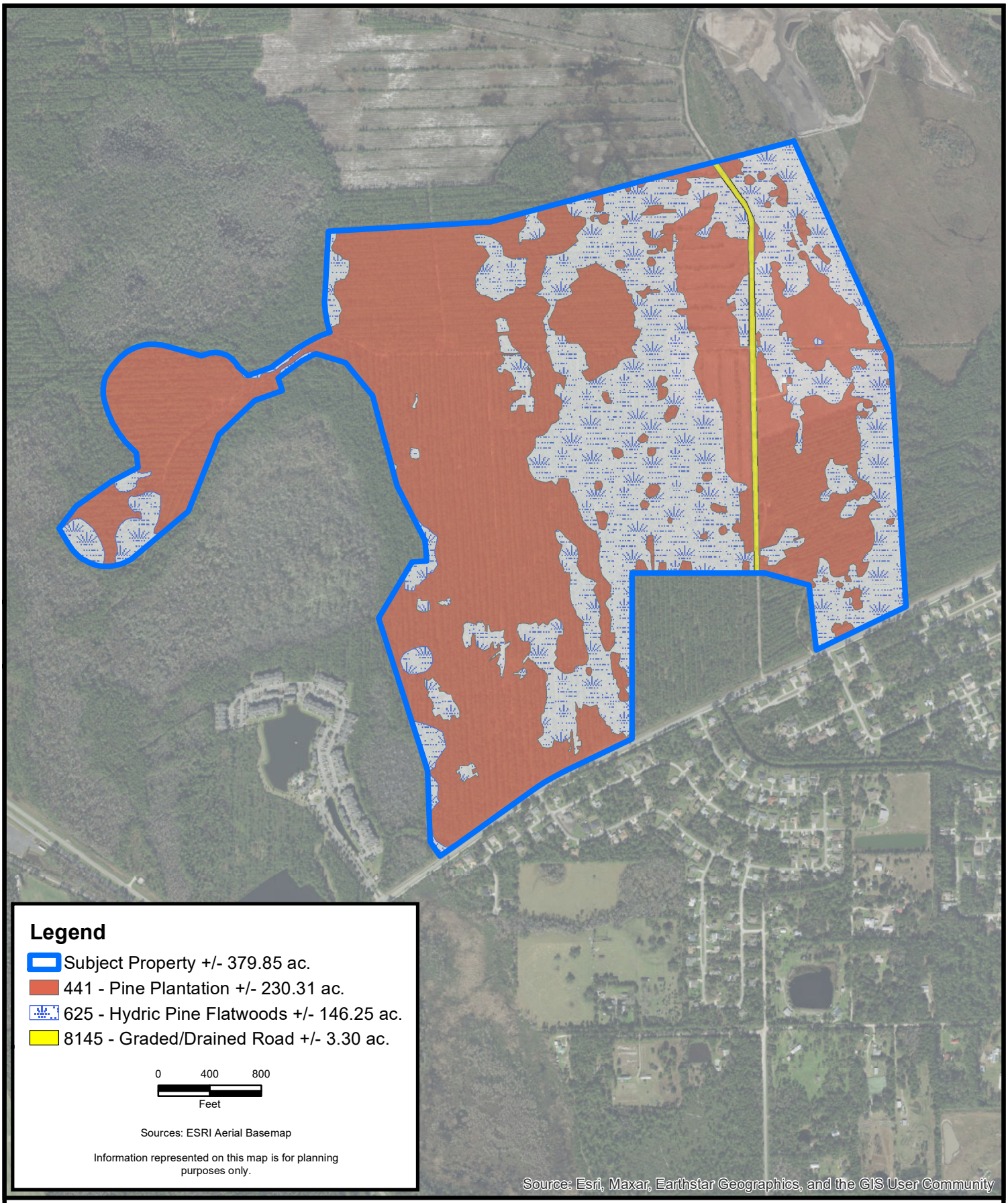
Soils Map

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 2



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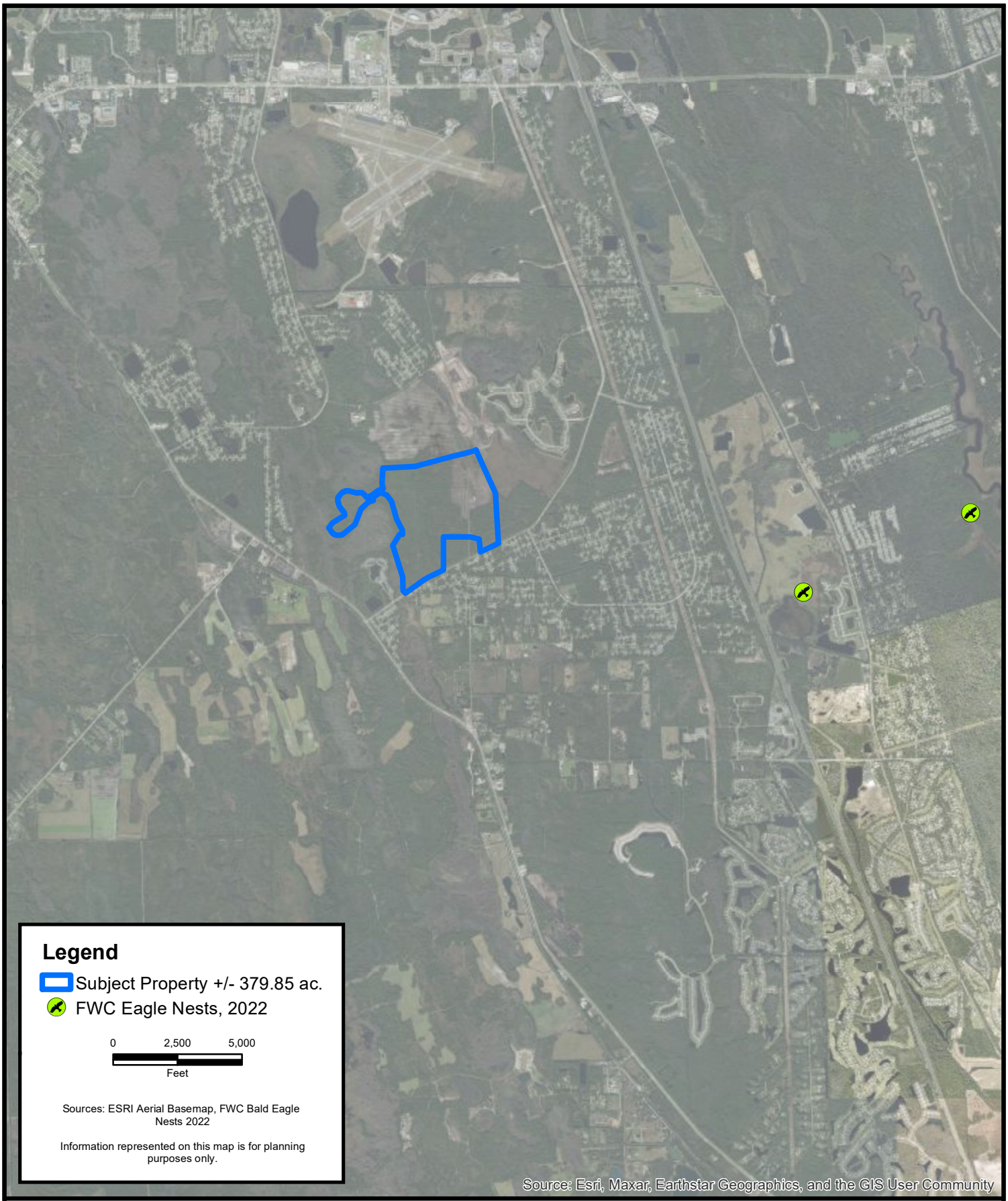
FLUCFCS/Existing Conditions Map

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 3



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FWC Bald Eagle Nests

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 4

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Florida Natural Areas Inventory

Biodiversity Matrix Query Results

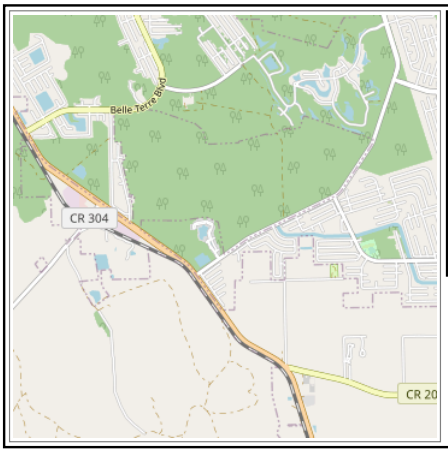
UNOFFICIAL REPORT

Created 10/18/2022

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 4 Matrix Units: 50194 , 50195 , 50524 , 50525



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 50194

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50195

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50524

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50525

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit IDs: 50194 , 50195 , 50524 , 50525

20 **Potential** Elements Common to Any of the 4 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Alligator mississippiensis American Alligator	G5	S4	SAT	FT(S/A)
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Arnoglossum diversifolium variable-leaved Indian-plantain	G2	S2	N	T
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Conradina grandiflora large-flowered rosemary	G3	S3	N	T
Corynorhinus rafinesquii Rafinesque's Big-eared Bat	G3G4	S1	N	N
Deeringothamnus rugelii Rugel's pawpaw	G1	S1	E	E
Floodplain swamp	G4	S4	N	N
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Lechea cernua nodding pinweed	G3	S3	N	T
Litsea aestivalis pondspice	G3?	S2	N	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Nemastylis floridana celestial lily	G2	S2	N	E
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina atopocarpa Florida beargrass	G3	S3	N	T
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Rudbeckia nitida St. John's blackeyed susan	G3	S2	N	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

TRAFFIC IMPACT ASSESSMENT

SEMINOLE TRACE
for
KOLTER LAND PARTNERS LLC

PALM COAST, FL

ETM No. 21-224-09

SUBMITTED BY

14775 Old St. Augustine Road
Jacksonville, FL 32258
Phone: 904.642.8990
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March 11th, 2026

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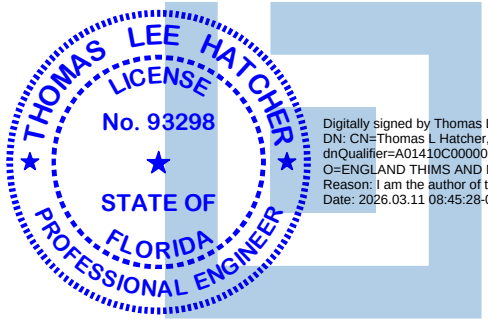

Digitally signed by Thomas L Hatcher
DN: CN=Thomas L Hatcher, dnQualifier=A01410C0000018D315E2C180000EAAA, O=ENGLAND THIMS AND MILLER INC., C=US
Reason: I am the author of this document
Date: 2026.03.11 08:45:28-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:
THOMAS L. HATCHER, PE, PTOE, PTP
FLORIDA PE NUMBER 93298

Software: Cube Version 6.4.5, CFRPM v7.0, Synchro/Sim Traffic v. 12

This work is intended solely for Kolter Land Partners LLC and the City of Palm Coast. The scope of work and related responsibilities is as defined in the Client Contract. Any use which a third party makes of the work, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Decisions made or actions taken as a result of our work shall be the responsibility of the parties directly involved in the decisions or action

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Introduction

The purpose of this traffic impact assessment is to identify the potential impact of Seminole Trace Development. The proposed project is located in the southern portion of the City of Palm Coast (COPC), south of SR-100 (Moody Boulevard) and the Flagler Executive Airport, on the north side of Seminole Woods Boulevard. **Figure 1** illustrates the location of the project. Seminole Trace will be developed in two phases and consist of approximately 461 single family residential dwelling units (DUs) and approximately 282 multi-family low rise DUs with expected completion by 2033. The proposed development will also be interconnected with Grand Landings Phase 5 & 6 situated to the north. **Figure 2** illustrates the site plan for the Seminole Trace development.

Study Methodology

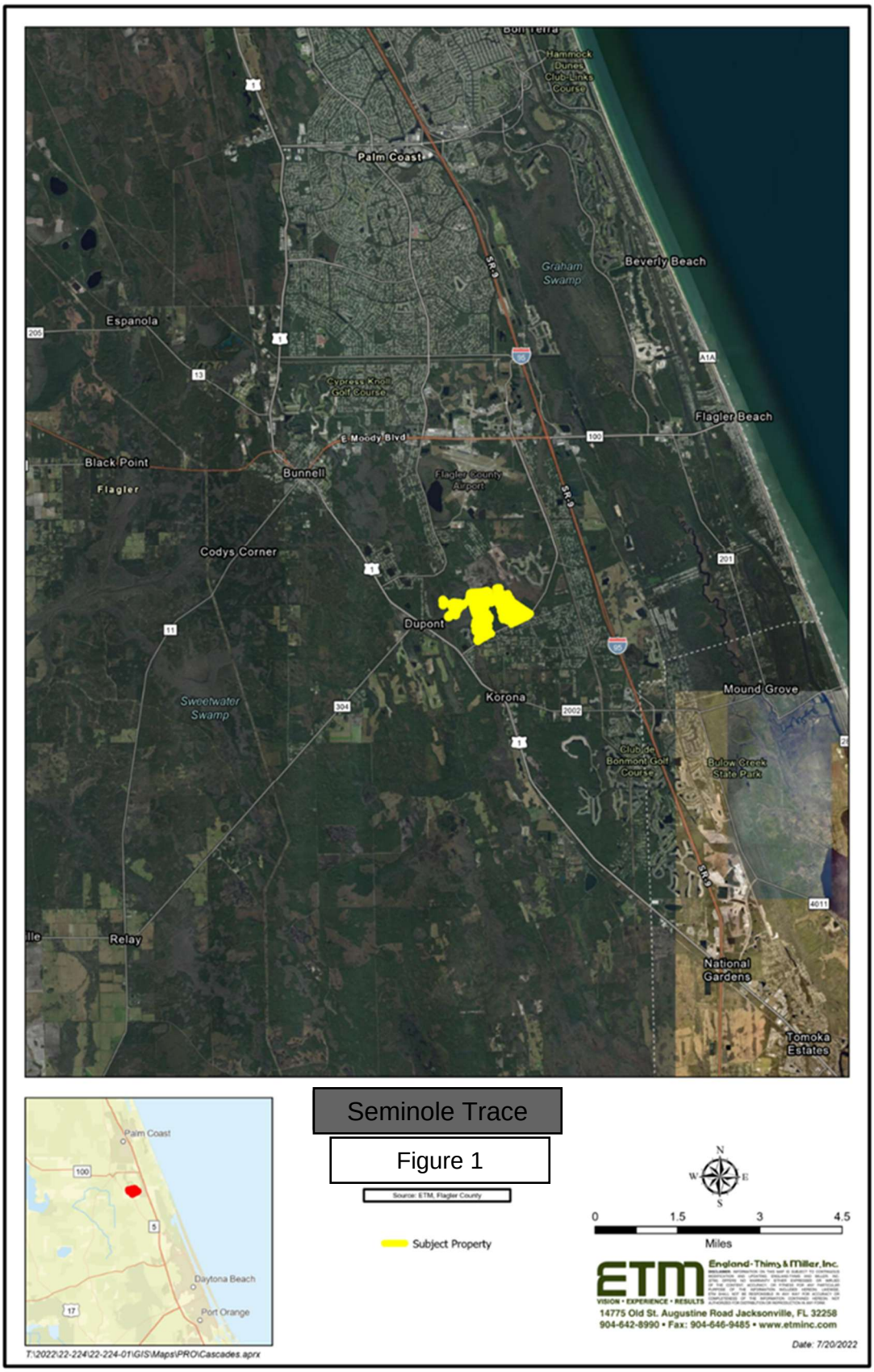
The traffic impact analysis will follow the requirements of the River to Sea TPO, as required by the City of Palm Coast. A detailed methodology was submitted to the City of Palm Coast on June 23, 2023, outlining the specific methodology to be used for this impact assessment. **Appendix A** contains the proposed study methodology. The study area for projects that will generate more than 100 PM peak hour net new external trips is determined where the project is anticipated to consume three percent (3%) or more of the adopted maximum service volume (MSV) on a roadway segment. **Table 1** presents the estimated gross trip generation for the project based on the trip rates and equations from the 12th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, including typical weekday and AM and PM peak hour conditions. As a single use residential project, there will not be any reduction of the gross traffic estimates for internal capture or pass-by traffic.

Table 1
Seminole Trace
Project Trip Generation Estimates

CFRPMv7 TAZ	Land Use Code	Description	Quantity	Units	Trip Generation				
					Period	Rate/Equation	Total	Entering	Exiting
1353	210	Single Family Residential	461	DUs	Daily	T = 8.07(X) + 265.45	3,986	1,993	1,993
					AM Peak	T = 0.67(X) + 5.59	314	85	229
					PM Peak	Ln(t) = 0.92ln(x) + 0.33	393	244	149
1353	220	Multifamily Housing (Low-Rise) - Not Close to Rail	282	DUs	Daily	T = 5.63(X) + 120.45	1,708	854	854
					AM Peak	T = 0.35(X) + 12.93	112	27	85
					PM Peak	T = 0.48(X) + 7.35	143	89	54
1353	Total		743	DUs	Daily		5,694	2,847	2,847
					AM Peak		426	112	314
					PM Peak		536	333	203

Source: 12th edition of the Institute of Transportation Engineers ***Trip Generation Manual***

Figure 1 – Project Location Map



SEMINOLE TRACE PHASE 1
50' = 231 LOTS
60' = 155 LOTS
TOTAL = 386 LOTS

SEMINOLE TRACE PHASE 2
50' = 47 LOTS
60' = 28 LOTS
TOTAL = 75 LOTS

SEMINOLE TRACE TOWNHOMES WEST
TH'S = 124 LOTS
TOTAL = 124 LOTS

SEMINOLE TRACE TOWNHOMES EAST
TH'S = 158 LOTS
TOTAL = 158 LOTS

DEVELOPMENT TOTAL
50' = 278 LOTS
60' = 183 LOTS
TH'S = 282 LOTS
TOTAL = 743 LOTS

GRAND LANDINGS PHASE 5-6
50' = 135 LOTS
60' = 156 LOTS
DUPLEX = 104 LOTS
TOTAL = 395 LOTS

GRAND LANDINGS PHASE 5-6 (UNDER CONSTRUCTION)

GRAND LANDINGS PHASE 4

SEMINOLE TRACE PHASE 1

SEMINOLE TRACE PHASE 2

SEMINOLE TRACE TOWNHOMES WEST

SEMINOLE TRACE TOWNHOMES EAST

FUTURE JTL RESIDENTIAL (NOT INCLUDED)

UTILITY CONNECTION AND STABILIZED EMERGENCY ACCESS ONLY

POTENTIAL STABILIZED EMERGENCY ACCESS EASEMENT

STABILIZED EMERGENCY ACCESS EASEMENT

AMENITY AREA/ PARK

PROPOSED BOUNDARY

20' UNOBSTRUCTED ACCESS EASEMENT FROM PROPOSED FUTURE RIGHT OF WAY TO PROPERTY BOUNDARY

POND CONTINGENCY STORAGE

FLOOD ZONE A

60' BUFFER

Wetland/Upland boundaries are approximate. This map is intended to be used for preliminary purposes only.

SEMINOLE WOODS BLVD

PCCSC OWNER

400'

Figure 2 - Conceptual Site Plan

CONCEPTUAL PLAN

GRAND LANDINGS PH 5/6 & SEMINOLE TRACE
PALM COAST, FLORIDA

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Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
REG - 2584 LC - 0000316
VISION • EXPERIENCE • RESULTS

PLOTTED: January 28, 2026 – 2:28 PM, BY: Daniel Welch
T:\2021\21-224\21-224-01\Concept\21-224-01 CONCEPT PLAN_2026.dwg

Significance Calculations

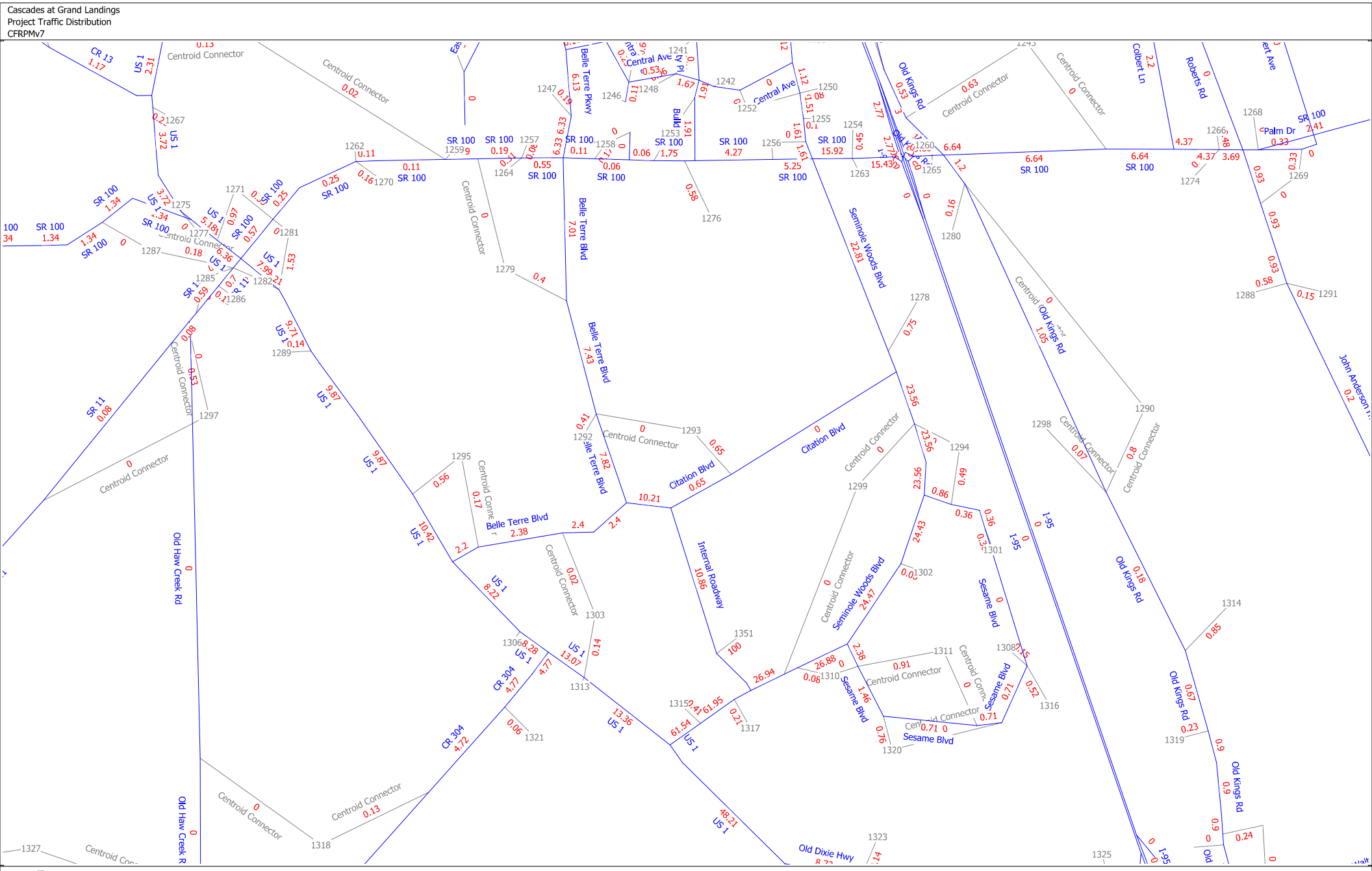
A select link analysis was conducted for a new traffic analysis zone (TAZ 1351) that contains the land use data for Seminole Trace added to the 2030 data set for version 7 of the Central Florida Regional Planning Model (CFRPMv7). The distribution of project traffic was calculated and used to determine where the project is expected to consume three percent (3%) or more of the adopted MSV. **Figure 3** illustrates the distribution of project traffic while. **Appendix B** contains a printout of the distribution extracted from the CFRPMv7, as well as an AADT printout. The percentage of project traffic was multiplied by the external traffic to be generated by Seminole Trace to calculate the project traffic on each roadway segment in the vicinity of the project. As shown, the addition of the segment of Citation Boulevard extension from its current eastern terminus to Seminole Woods Boulevard does not significantly alter the project traffic distribution. This value was then compared to the MSV to determine if the project will consume three percent (3%) or more of the MSV on each road segment. **Table 2** illustrates these calculations and whether Seminole Trace is significant. **Appendix C** contains the 2024 Transportation Facility Status Report used in the analysis.

Table 2
Seminole Trace
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS Standard	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
						(vph)	(%)	(vph)	(%)	
1260	Belle Terre Parkway	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	6.33%	34	0.95%	NO
1263	Belle Terre Blvd.	SR 100 to Zebulas Trail	2-ln - UnDiv	COPC	D	2,170	7.01%	38	1.75%	NO
1265	Belle Terre Blvd.	Zebulas Trail to Zaun Trail	2-ln - UnDiv	COPC	D	2,170	7.43%	40	1.84%	NO
1270	Belle Terre Blvd.	Zaun Trail to Citation Parkway	2-ln - UnDiv	COPC	D	2,170	7.82%	42	1.94%	NO
1275	Belle Terre Blvd.	Citation Parkway to US 1	2-ln - UnDiv	COPC	D	2,170	2.40%	13	0.60%	NO
4300	Bulldog Drive	SR 100 to Central Avenue	2-ln - UnDiv	COPC	D	1,330	1.91%	10	0.75%	NO
3312	Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	2-ln - UnDiv	COPC	D	2,170	10.21%	55	2.53%	NO
3315	Citation Parkway	Seminole Woods Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	0.86%	5	0.23%	NO
251	I-95 (SR 9)	Palm Coast City Limit to Palm Coast Parkway	6ln - Div	FDOT	C	8,370	0.00%	0	0.00%	NO
292	I-95 (SR 9)	Palm Coast Parkway to SR 100	6ln - Div	FDOT	C	8,370	5.77%	31	0.37%	NO
255	I-95 (SR 9)	SR 100 to Old Dixie Highway	6ln - Div	FDOT	C	8,370	0.00%	0	0.00%	NO
3325	Seminole Woods Parkway	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	22.81%	122	2.07%	NO
3300	Seminole Woods Parkway	Ulaturn Place to Citation Parkway	4ln - Div	COPC	D	5,900	23.56%	126	2.14%	NO
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	24.47%	131	6.04%	YES
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	2-ln - UnDiv	COPC	D	2,170	62.18%	333	15.35%	YES
3320	Sesame Boulevard	Seminole Woods Parkway to terminus	2-ln - UnDiv	COPC	D	2,170	2.38%	13	0.60%	NO
3560	State Road 100	John Anderson Drive to Colbert Lane	4ln - Div	FDOT	D	3,580	4.37%	23	0.64%	NO
3550	State Road 100	Colbert Lane to Tuscany Blvd.	4ln - Div	FDOT	D	3,580	6.64%	36	1.01%	NO
3540	State Road 100	Tuscany Blvd. to Old Kings Road	4ln - Div	FDOT	D	3,580	6.64%	36	1.01%	NO
3530	State Road 100	Old Kings Road to I-95	4ln - Div	FDOT	D	3,580	9.66%	52	1.45%	NO
3525	State Road 100	I-95 to Memorial Medical Parkway	4ln - Div	FDOT	C	3,420	15.43%	83	2.43%	NO
3520	State Road 100	Memorial Medical Pkwy to Seminole Woods Parky	4ln - Div	FDOT	C	3,420	15.92%	85	2.49%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	C	3,420	5.25%	28	0.82%	NO
3510	State Road 100	Bulldog Drive to Landings Blvd.	4ln - Div	FDOT	C	3,420	2.36%	13	0.38%	NO
3505	State Road 100	Landings Blvd. to Belle Terre Parkway	4ln - Div	FDOT	C	3,420	0.11%	1	0.03%	NO
3500	State Road 100	Belle Terre Parkway to Palm Coast City Limits	4ln - Div	FDOT	C	3,420	0.55%	3	0.09%	NO
4100	Town Center Blvd.	SR 100 to Hospital Drive	4ln - Div	COPC	D	5,900	1.61%	9	0.15%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Parkway	4ln - Div	FDOT	D	3,580	10.42%	56	1.56%	NO
3750	US1 (SR5)	Belle Terre Parkway to DuPont Road	4ln - Div	FDOT	D	3,580	8.28%	44	1.23%	NO
3755	US1 (SR5)	DuPont Road to Seminole Woods Parkway	4ln - Div	FDOT	D	3,580	13.36%	72	2.01%	NO
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Lim	4ln - Div	FDOT	D	3,580	48.21%	258	7.21%	YES

= Significantly Impacted Link
Source: 2024 Transportation Facility Status Report, CFRPMv7.0

Figure 3 – Project Traffic Distribution Map



cube
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Existing Conditions

As indicated in **Table 2**, the following roadway segment and intersections are significantly impacted by the project and were included in this analysis.

Roadway Segments

- Seminole Woods Parkway from Citation Boulevard to Sesame Boulevard
- Seminole Woods Parkway from Sesame Boulevard to US 1 (SR 5)
- US 1 (SR 5) from Seminole Woods Parkway to Palm Coast City Limits

Intersections

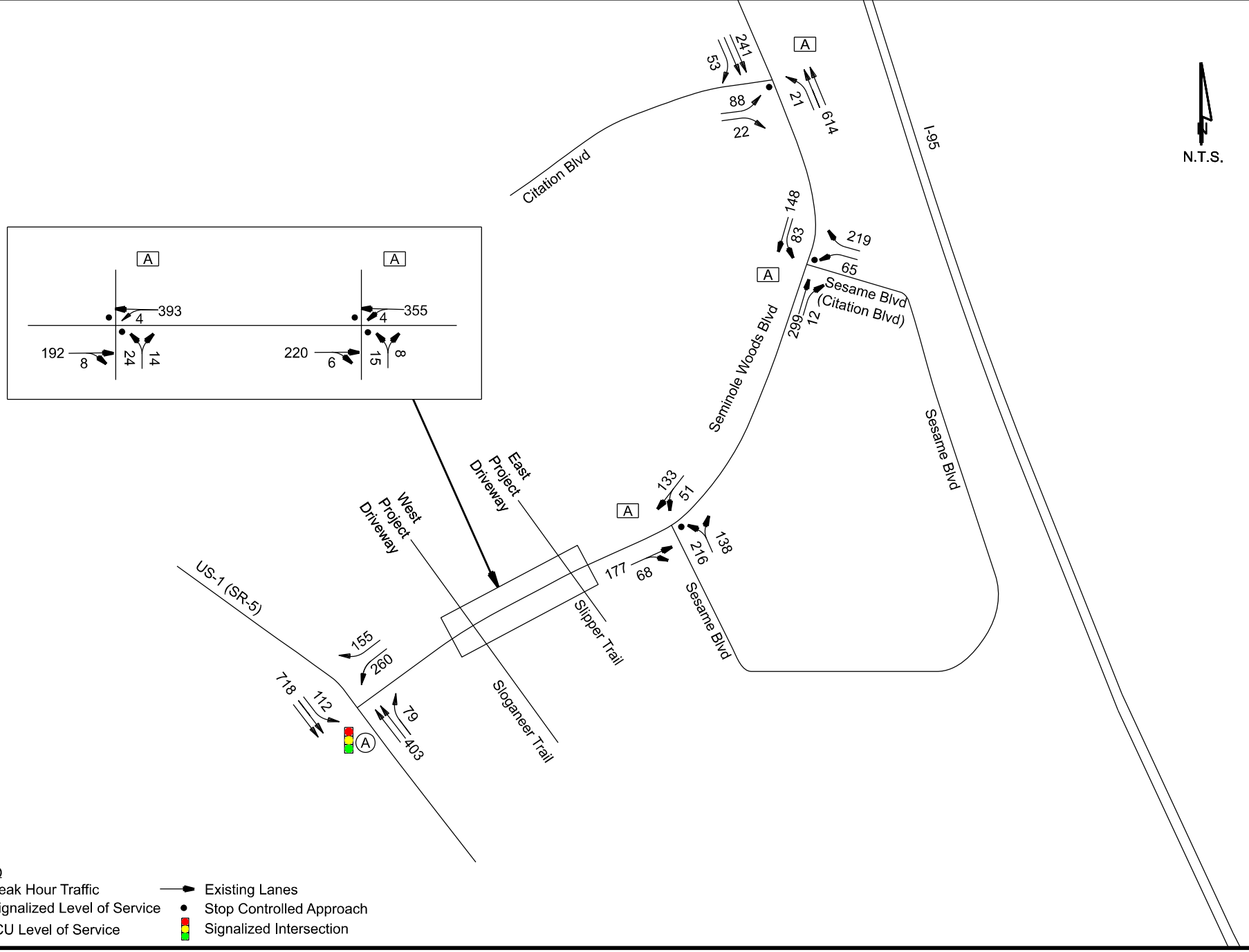
- Citation Boulevard at Seminole Woods Boulevard
- US-1 at Seminole Woods Boulevard
- Seminole Woods Boulevard at Sloganeer Trail (West Project Driveway)
- Seminole Woods Boulevard at Slipper Trail (East Project Driveway)
- Seminole Woods Boulevard and Sesame Boulevard (South)
- Seminole Woods Boulevard and Sesame Boulevard (North)

Traffic counts were collected during the morning (AM) and afternoon (PM) peak hours at the intersection of Seminole Woods Boulevard and Sesame Boulevard (North) on February 26, 2026, while all other intersections were collected during the AM and PM peak hours on February 11, 2026. These counts are presented in **Appendix D**. **Table 3** depicts the existing PM peak hour traffic on each impacted segment along with the level of service based on the *2024 Transportation Facility Status Report* (TFSR) for the City of Palm Coast (COPC). The segment volumes were taken from the 2024 TFSR as well. Traffic counts were annualized with their respective seasonal factors. **Appendix E** contains the FDOT Seasonal Factor Report. **Figure 4** and **Figure 5** present the existing AM and PM peak hour turning movement volumes at the study intersections, along with the current lane configurations and the corresponding Level of Service (LOS) results. LOS for both peak hours was determined in accordance with the methodologies and procedures outlined in the *Highway Capacity Manual 7th Edition*, with operational analyses performed using *Synchro/SimTraffic* software.

Table 3
Seminole Trace
Segment - 2026 Existing Traffic Volumes

Link	Roadway	Segment	LOS Standard	PM Peak Hour		
				MSV (vph)	Existing Volume (vph)	Level of Service
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	D	2,170	918	C
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	D	2,170	994	C
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Limit	D	3,580	2,005	C

Source: COPC 2024 Transportation Facility Status Report



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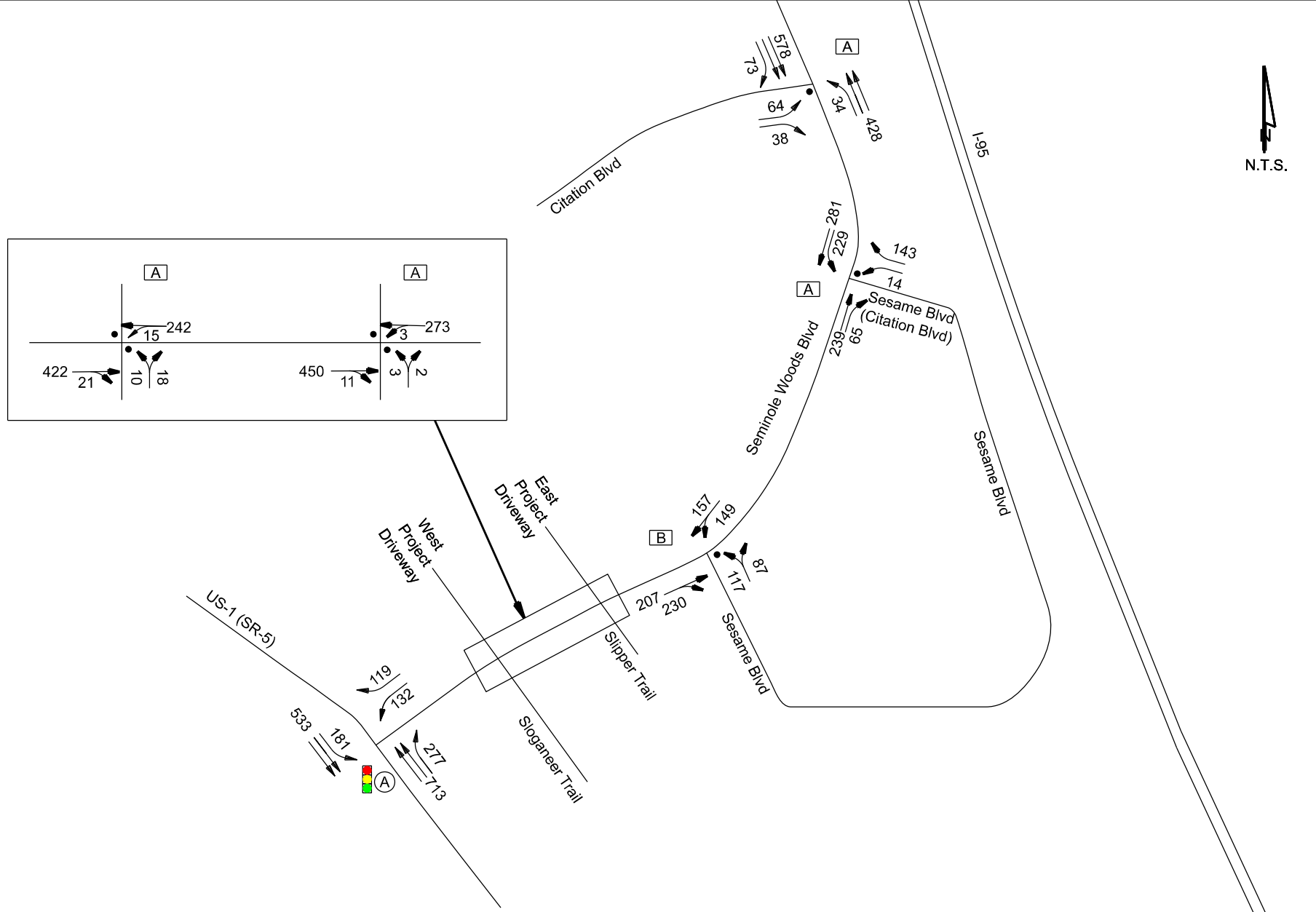
Traffic Impact Assessment
Seminole Trace

AM Peak Hour
Existing Volumes
(2026)

Figure 4



ETM
England-Thims & Miller, Inc.
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Traffic Impact Assessment
Seminole Trace

PM Peak Hour
Existing Volumes
(2026)

Figure 5

As shown, all the study segments of Seminole Woods Parkway and US-1 (SR-5) are currently operating at an acceptable LOS. The intersection analysis also indicates that the impacted intersections are currently operating at an acceptable level of service. Copies of the Synchro printouts for the AM and PM existing conditions are contained in **Appendix F**.

Background Traffic Estimates

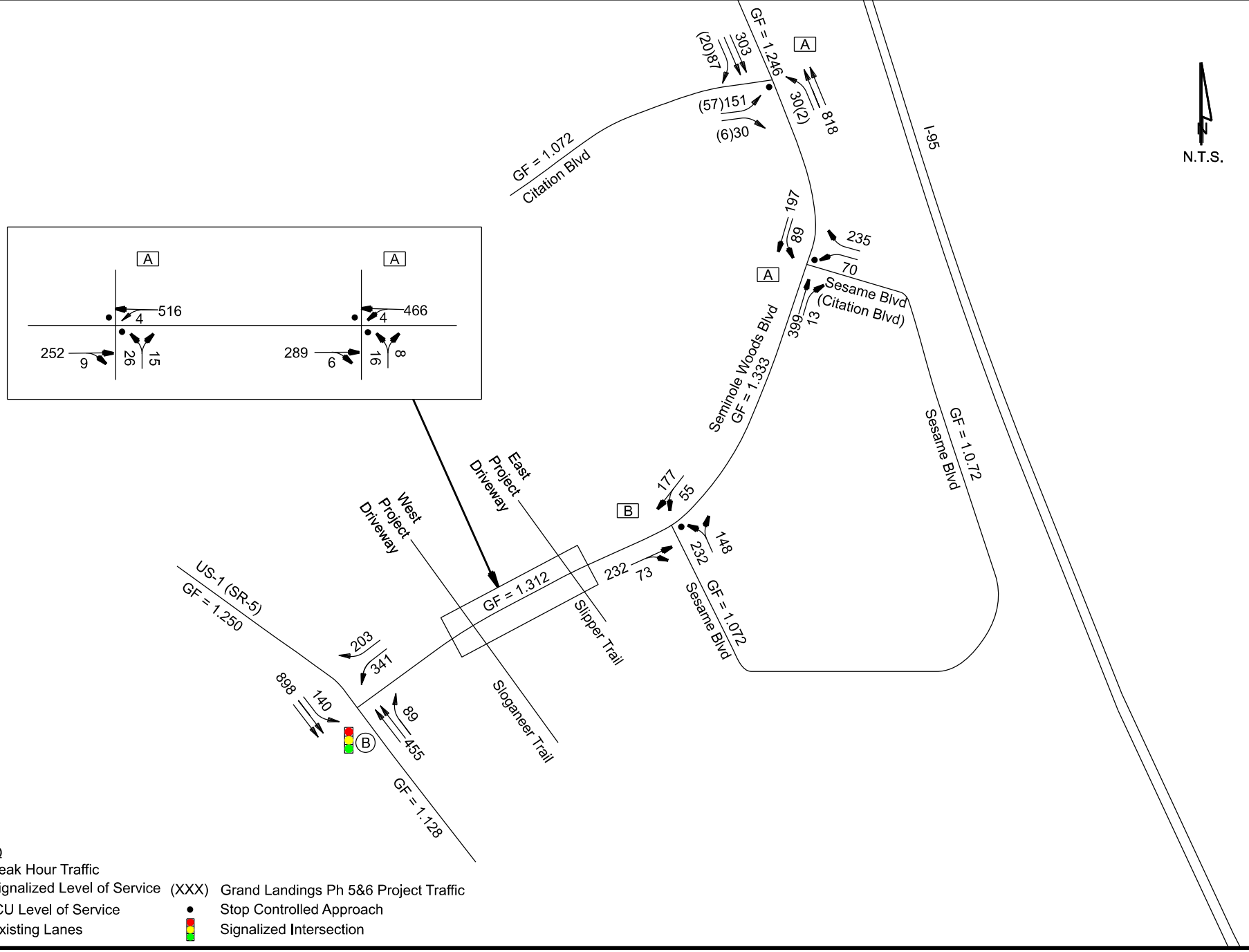
2033 background traffic volume estimates, trips associated with non-project growth, were estimated by adding the PM Peak Hour Vested trips to the existing PM peak hour volumes. The turning movement volumes at the intersections were factored up based on the percentage increase in traffic with the addition of the vested trips on each approach. If the approach isn't included in the Transportation Facilities Status Report or if there were no vested trips, a growth rate of one percent per year (1%/yr) was used to expand the existing turning movement volumes. Grand Landings Phase 5 and 6 was included in the background at the intersection of Citation Blvd & Seminole Woods Blvd. The report text for Grand Landings Phase 5 and 6 traffic study is included in **Appendix G**. **Table 4** illustrates the background traffic volumes (2033) for the roadway segments on which the project is significant.

As shown in **Table 4**, none of the roadway segments are projected to fail under existing and committed traffic volumes. **Figure 6** and **Figure 7** illustrate the estimated turning movement volumes on the intersections as specified in the methodology for the AM and PM background traffic conditions respectively. **Appendix H** provides the Synchro analysis printouts for both peak periods under background traffic conditions.

Table 4
Seminole Trace
Segment - 2033 Background Traffic Volumes

Link	Roadway	Segment	LOS Standard	PM Peak Hour						
				MSV	Existing Volume	Vested Traffic	Grand Landings 5 & 6	Background Traffic	Growth Factor	Level of Service
				(vph)	(vph)	(vph)	(vph)	(vph)		
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	D	2,170	918	306	6	1,230	1.333	C
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	D	2,170	994	310	4	1,308	1.312	C
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Limit	D	3,580	2,005	325	0	2,330	1.162	C

Source: 2024 Transportation Facility Status Report, Grand Landings Phase 5 & 6 Traffic Impact Analysis
Note: Growth Factor calculated by dividing background traffic (without Grand Landings 5 & 6) by existing traffic
Growth Factors used to expand turning movement counts at the study intersections
If the link does not include vested trips, a growth rate of one percent per year (1%/year) was used to expand the turning movement counts
PM peak hour growth factors were applied equivalently to the AM peak hour.



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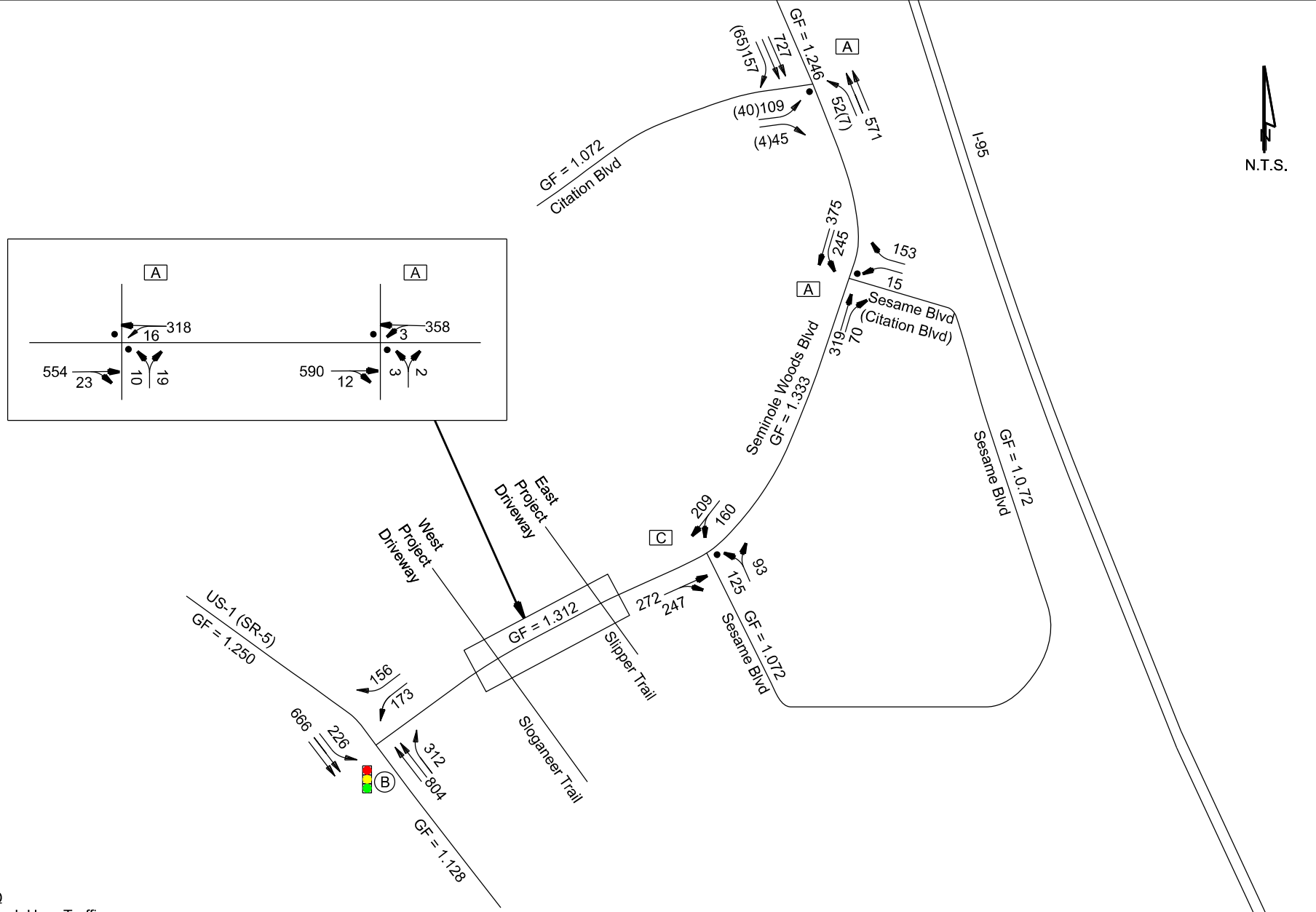
Traffic Impact Assessment
Seminole Trace

AM Peak Hour Background Volumes (2033)

Figure 6



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Traffic Impact Assessment
Seminole Trace

PM Peak Hour Background Volumes (2033)

Figure 7

Trip Generation Estimates

Project traffic volume estimates were developed using the trip generation equations contained in the 12th edition of the Institute of Transportation's (ITE) *Trip Generation Manual*. **Table 1** illustrates the calculation of the gross daily, AM peak hour and PM peak hour traffic associated with the Seminole Trace development.

Traffic Distribution and Assignment Methodology

Total project traffic was assigned to the area roadway network using traffic distribution patterns developed using the CFRPMv7.0. **Figure 8** illustrates the distribution of project traffic at each of the study intersections. Project traffic volumes between the western and eastern driveway onto Seminoles Woods Boulevard were pro-rated based off development quantities within phases.

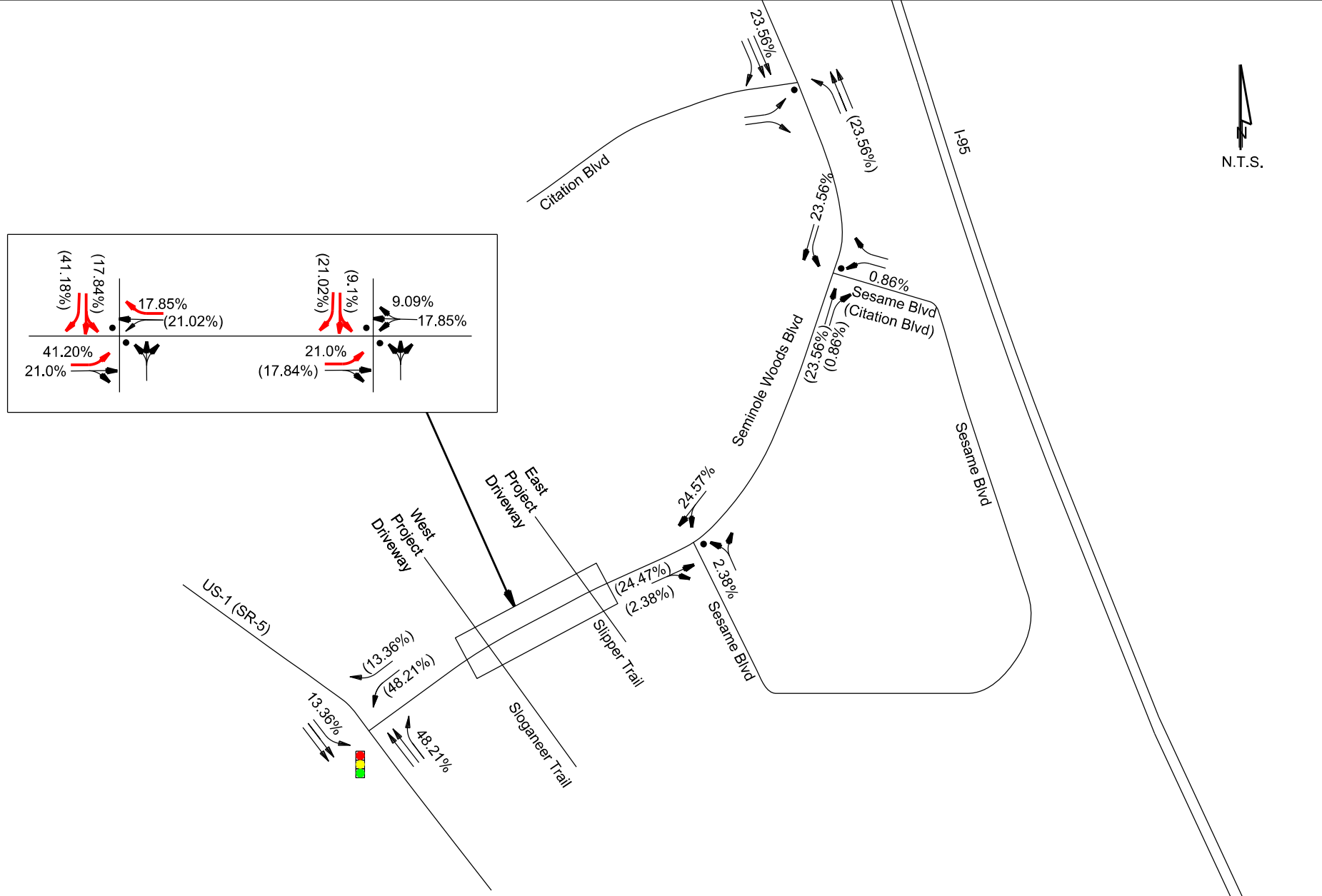
Total Traffic Conditions

Table 5 below illustrates the operating conditions on the significantly impacted roadway segment. As shown, none of the roadway segments are anticipated to fail in the total traffic conditions. **Figure 9** and **Figure 10** illustrate the estimated turning movement volumes on the intersections as specified in the methodology for the AM and PM total traffic conditions respectively. Copies of the Synchro printouts for the AM and PM total traffic conditions are included in **Appendix J**. The volume calculations are provided in **Appendix K.**

Table 5
Seminole Trace
Segment - 2033 Total Traffic Volumes

Link	Roadway	Segment	LOS Standard	PM Peak Hour					
				MSV	Background Traffic	Project Traffic Distribution	Project Traffic	Total Traffic	Level of Service
				(vph)	(vph)	(%)	(vph)	(vph)	
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	D	2,170	1,230	24.47%	131	1,361	C
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	D	2,170	1,308	62.18%	333	1,641	D
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Limit	D	3,580	2,330	48.21%	258	2,588	C

Source: 2024 Transportation Facility Status Report, Grand Landings Phase 5 & 6 Traffic Impact Analysis



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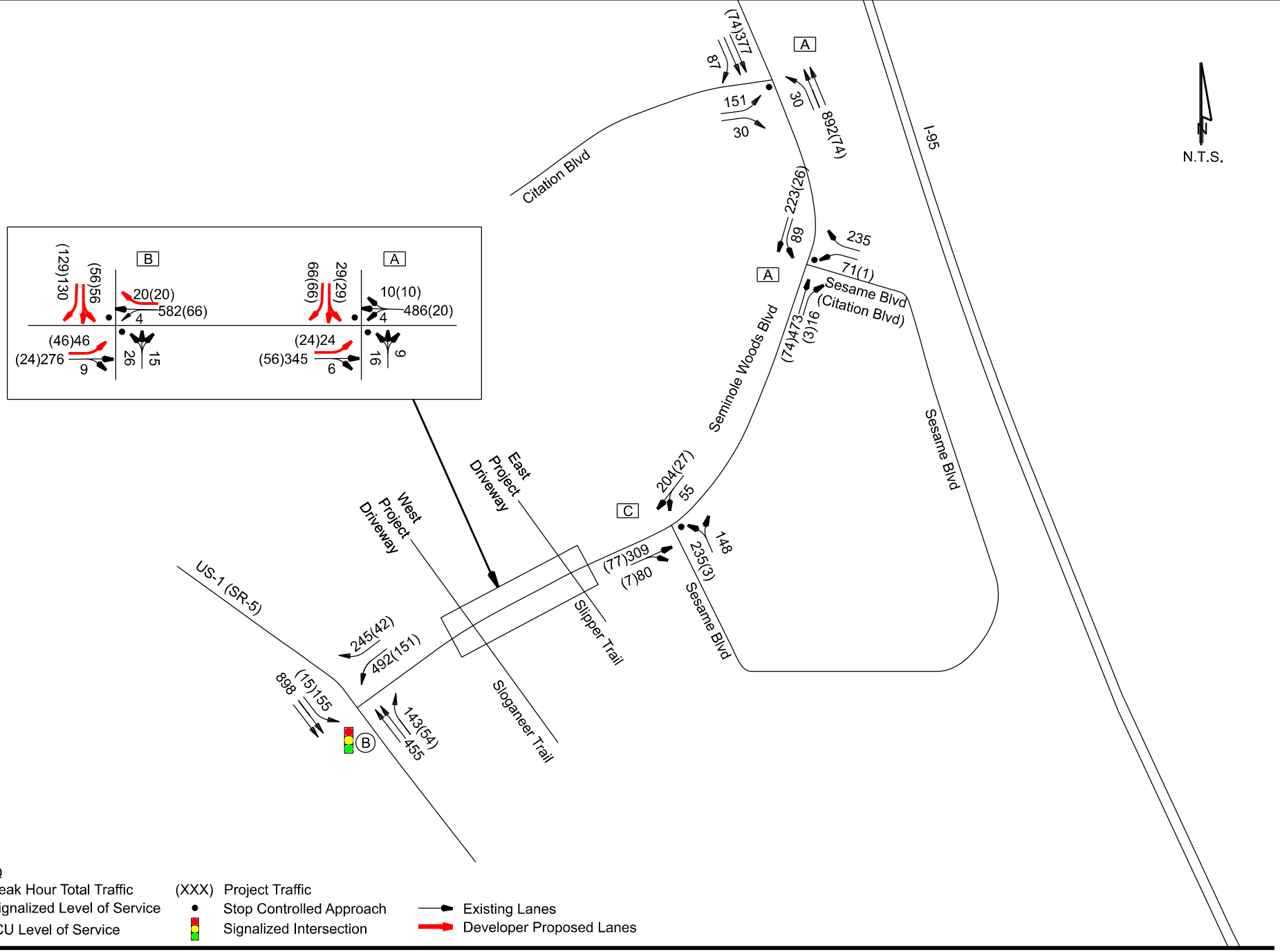
Traffic Impact Assessment
Seminole Trace

Peak Hour
Traffic Distribution

Figure 8



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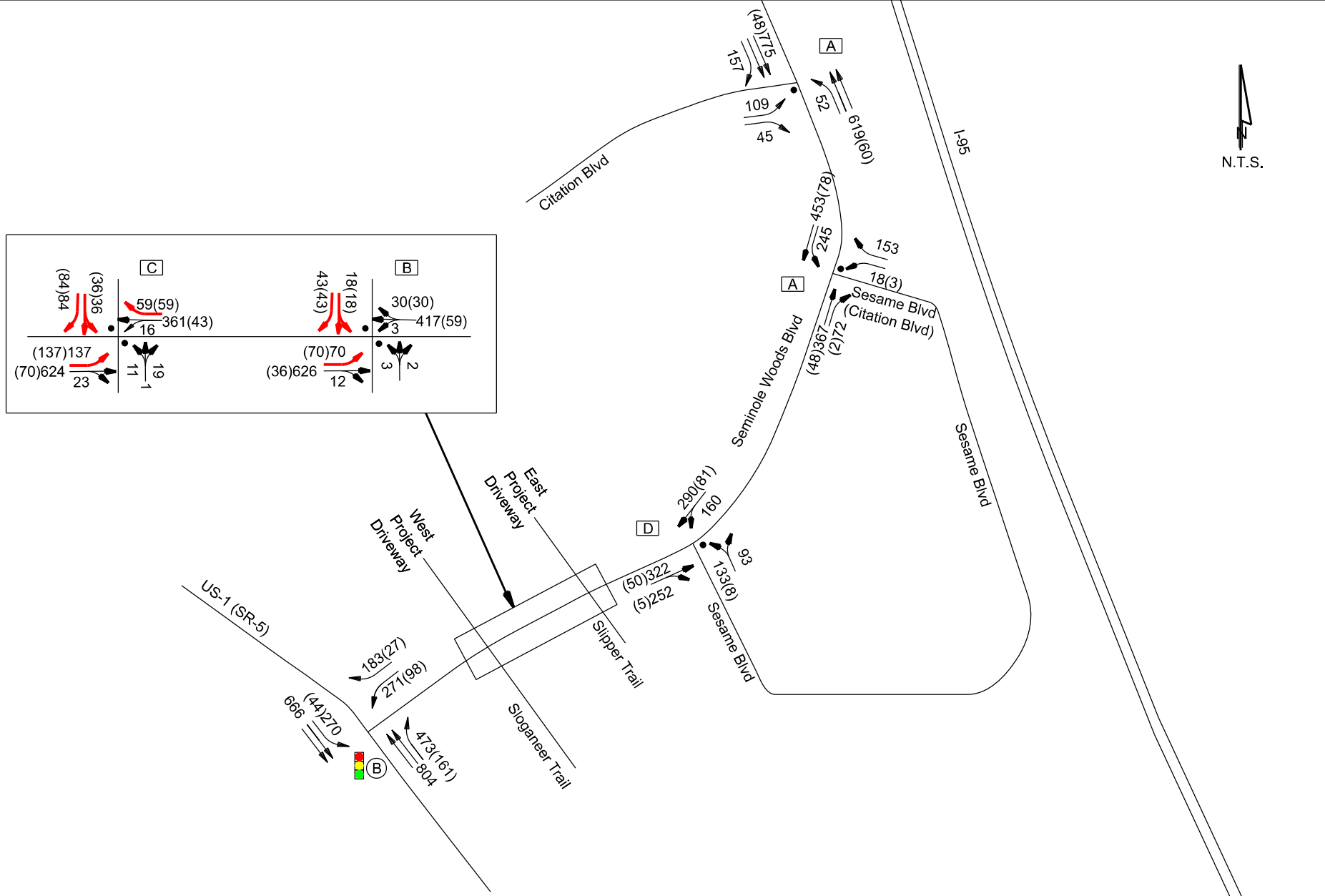
Traffic Impact Assessment
Seminole Trace

AM Peak Hour
Total Traffic Estimates
(2033)

Figure 9



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Traffic Impact Assessment
Seminole Trace

PM Peak Hour
Total Traffic Estimates
(2033)

Figure 10

Access Improvements

Seminole Woods Boulevard in the vicinity of the project entrances is a 2-lane roadway with an AADT greater than 5,000 vehicles per day and a posted speed limit of 55 miles per hour. In accordance with the City of Palm Coast Turn Lane Technical Guidelines, an eastbound left turn lane is warranted at both the western driveway, which aligns with Sloganeer Trail, and at the eastern driveway which aligns with Slipper Trail. A westbound right turn lane is not warranted at either access point based on the projected turning movement volumes. The west entrance, eastbound left turn lane is recommended to provide a 100-ft taper and a full width storage length of 295-ft for a total length of 395-ft. The east entrance, eastbound left turn lane is recommended to provide a 100-ft taper and a full width storage length of 210-ft for a total length of 310-ft. **Table 6** below details turn lane lengths for each project access.

Table 6
Seminole Trace
Recommended Turn Lane Lengths

Movement	Number of Lanes	AADT (vpd)	Posted Speed Limit (mph)	Peak Hour Turning Volumes (vph)	Warranted?	Recommended Taper Length (ft)	Recommended Deceleration Length (ft)	Storage Length Dimension Table (SLDT) (ft)	Deceleration Length + SLDT (ft)	Recommended Turn Lane Length (ft)
Western Driveway at Seminole Woods Parkway										
Westbound Right Turn	2	>5,000	55	59	No	N/A	N/A	N/A	N/A	N/A
Eastbound Left Turn				137	Yes	100	135	155.5	290.5	395
Eastern Driveway at Seminole Woods Parkway										
Westbound Right Turn	2	>5,000	55	30	No	N/A	N/A	N/A	N/A	N/A
Eastbound Left Turn				70	Yes	100	135	75	210	310

Construction Timing

Per discussions with COPC staff, ETM has included the construction timing of the proposed access improvements. Per the COPC Turn Lane Standards about construction timing "*Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.*" In accordance with this guidance, ETM's proposal entails the construction of access improvements at the western project driveway as part of the infrastructure development for Seminole Trace Phase 1 and Phase 2. Furthermore, ETM's plan also involves the construction of access enhancements at the eastern project driveway in conjunction with the infrastructure development within Seminole Trace Phase 3.

Conclusions and Recommendations

Based upon the analysis, the project is not anticipated to significantly impact the operation of the surrounding roadway network. ETM recommends the installation of an eastbound left turn lane at the western project driveway and an eastbound left turn lane at the eastern project driveway. No additional improvements are recommended at this time.

Appendix A
Traffic Impact Study Methodology

VISION ▪ EXPERIENCE ▪ RESULTS

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June 6, 2023

Mr. Michael Grunewald
Traffic Engineer
City of Palm coast
160 Lake Avenue
Palm Coast, FL 32164

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Dear Mr. Grunewald:

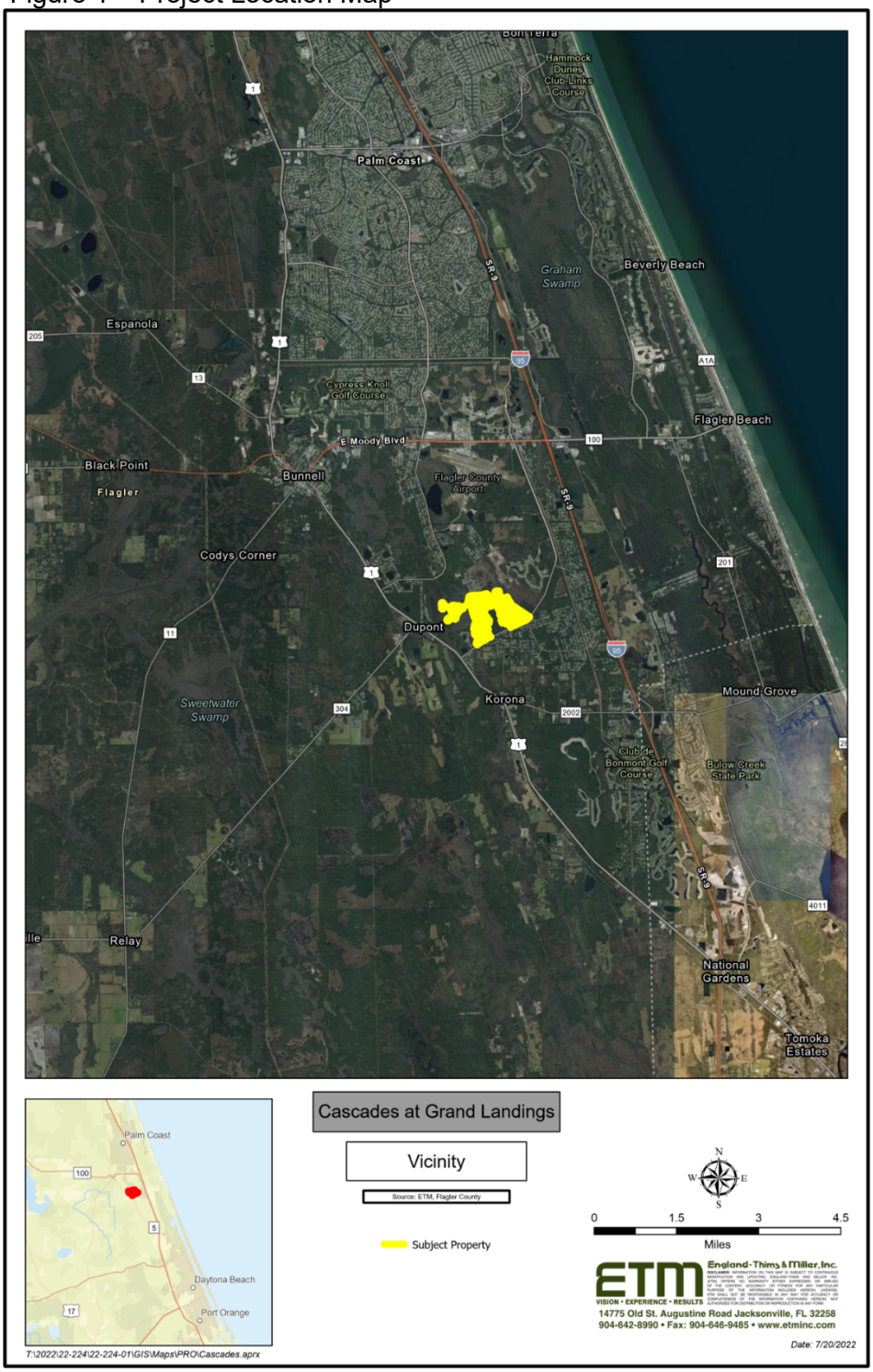
England, Thims & Miller, Inc. (ETM) has been retained by Byrndog, PCP LLC to prepare a Traffic Impact Analysis (TIA) for the proposed Cascades at Grand Landings development. The proposed project is located on the north of Seminole Woods Boulevard to the south of Flagler Executive Airport in the City of Palm Coast, Florida, between US 1 to the West and Seminole Woods Boulevard to the East. The primary access to the external roadway network will be located on Seminole Woods Boulevard, however the development will have a secondary access through the Grand Landings Phase 5 and 6 development to the north. A general location map is attached as **Figure 1** and the conceptual site plan as **Figure 2**.

The purpose of performing the TIA is to provide the necessary traffic operational information to obtain transportation concurrency for the proposed development illustrated in the conceptual site plan and to identify the potential impacts of the project. The project is expected to be fully developed and fully occupied by 2030 and will consist of approximately 557 single family dwelling units and 333 multifamily dwelling units.

The City of Palm Coast has adopted the River to Sea Transportation Planning Organization (R2CTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology used to guide the analysis.

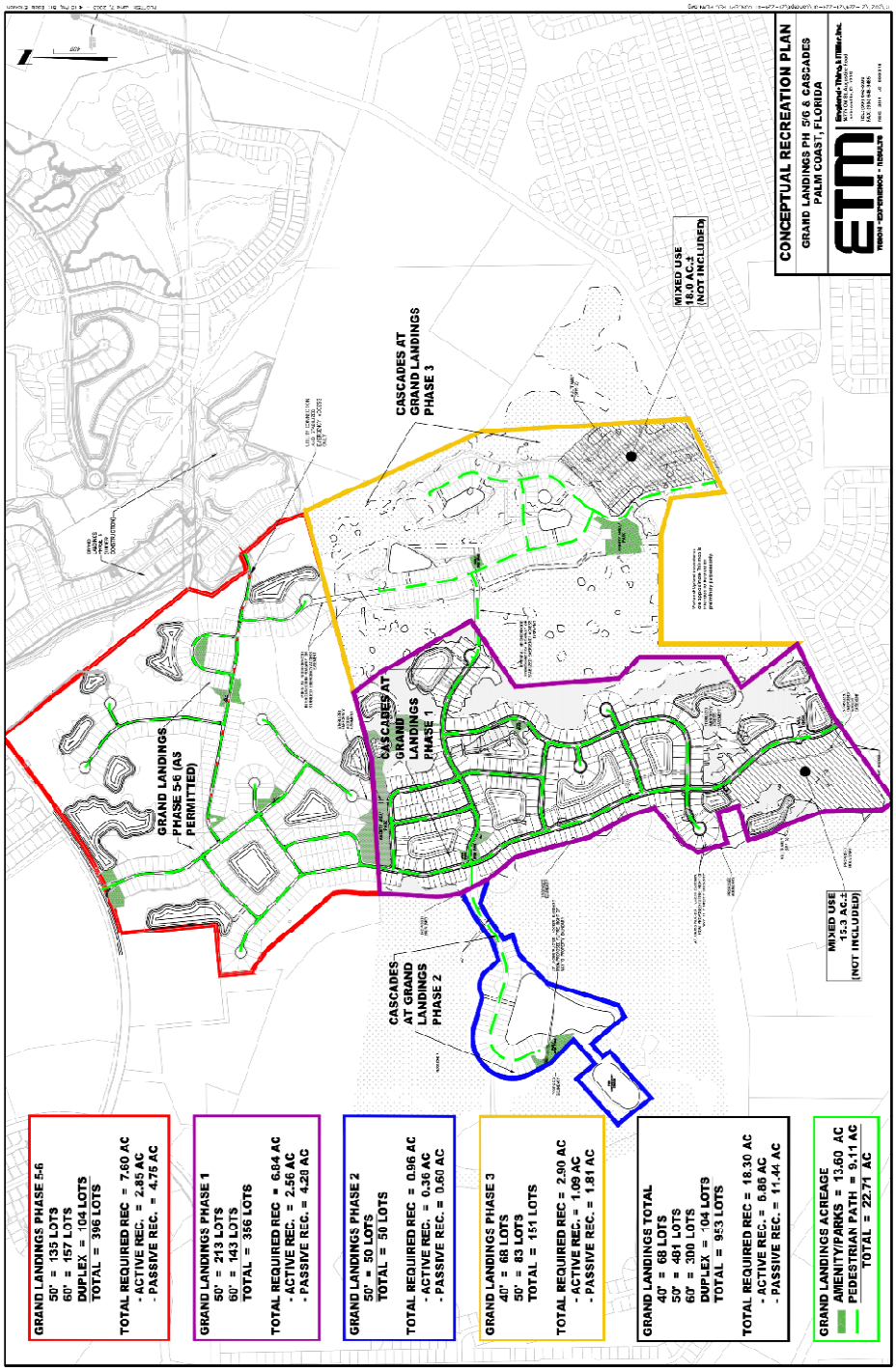
Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Figure 1 – Project Location Map



Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Figure 2 – Conceptual Site Plan



Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

Analysis Period

Roadway Segments and ***Intersections*** will be analyzed based on the PM peak-hour two-way traffic. The analysis will be conducted for the 2023 existing conditions, 2030 background conditions and 2030 full build-out conditions. The analysis will be based on the latest concurrency information, as obtained from the City of Palm Coast and the Florida Department of Transportation (FDOT).

Turning Movement Counts (TMCs) will be ordered at the following intersections:

- Belle Terre Boulevard at Citation Parkway
- Citation Boulevard at Project Driveways (future conditions)
- US 1 at Seminole Woods Boulevard
- Seminole Woods Boulevard at Slipper Trail (Project Driveway)
- Seminole Woods Boulevard at Sloganeer Trail (Project Driveway)
- Seminole Woods Boulevard at Sesame Boulevard

Traffic Volumes

The analysis will be based on the latest traffic information, obtained from the City of Palm Coast Public Works and/or Development Services Departments and FDOT.

Project Trip Distribution

The Central Florida Regional Planning Model, version 7.0 was used to obtain the project trip distribution. The 2030 socio-economic (S/E) data sets were modified to include the proposed development and used a select link analysis to generate the distribution of the project's traffic. The project traffic distribution is graphically displayed in **Figure 3.**

Trip Generation

The PM peak-hour trip generation of the proposed development was determined by using the Institute of Transportation Engineer's (ITE) ***Trip Generation Manual***, 11th edition. The proposed trip generation for the proposed development is shown in **Table 1**.

Re: ***Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida***
ETM No. 21-224

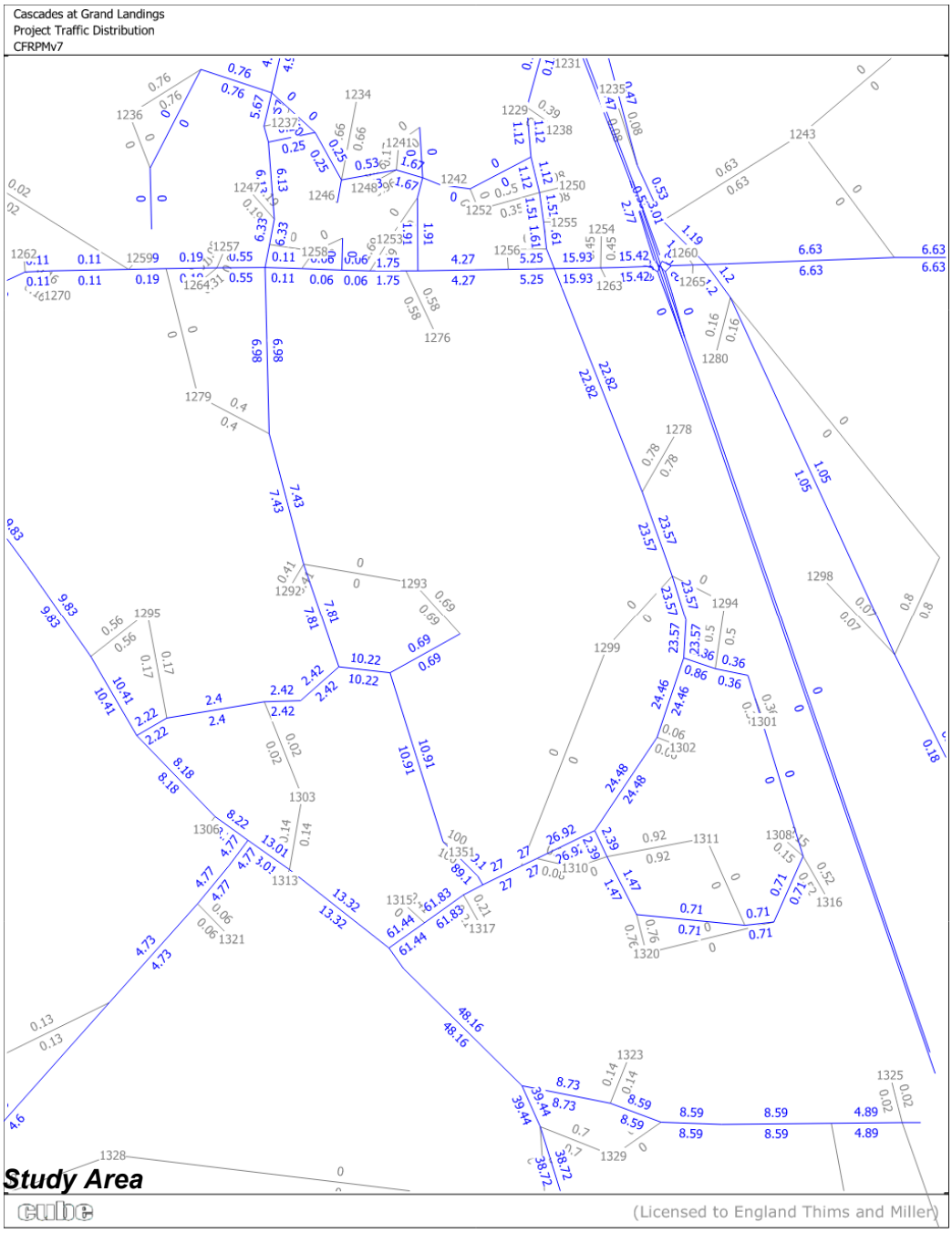
Table 1
Cascades at Grand Landings
Project Trip Generation Estimates

CFRPM v7 TAZ	Land Use Code	Description	Quantity	Units	Trip Generation				
					Period	Rate/Equation	Total	Entering	Exiting
1353	210	Single Family Residential	557	DUs	Daily	Ln(t) = 0.92ln(x) + 2.68	4,899	2,450	2,449
					AM Peak	Ln(t) = 0.91ln(x) + 0.12	356	89	267
					PM Peak	Ln(t) = 0.94ln(x) + 0.27	499	314	185
1353	220	Multifamily Housing (Low-Rise) - Not Close to Rail	333	DUs	Daily	T = 6.41(X) + 75.31	2,210	1,105	1,105
					AM Peak	T = 0.31(X) + 22.85	126	30	96
					PM Peak	T = 0.43(X) + 20.55	164	103	61
1353		Total	890	DUs	Daily		7,109	3,555	3,554
					AM Peak		482	119	363
					PM Peak		663	417	246

Source: 11th edition of the Institute of Transportation Er 619/100

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Figure 3 – Project Traffic Distribution



Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

Per the R2CTPO guidelines, projects which generate more than 100 PM peak-hour two-way trips must include all roadway segments that are impacted by the proposed project to a level of three percent (3%) or more of the adopted maximum service volume (MSV) of roadway segment.

Using the estimated pm peak hour project trips and the project trip distribution, the project on each roadway segment in the area was estimated and compared to the MSV to determine which roadway segments in the area will be significantly impacted by the project. **Table 2** depicts the significance test on the major roadway network in the vicinity of the project.

Table 2
Cascades at Grand Landings
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS Standard	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
						(vph)	(%)	(vph)	(%)	
1260	Belle Terre Parkway	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	6.33%	42	1.17%	NO
1263	Belle Terre Blvd.	SR 100 to Zebulas Trail	2-ln - UnDiv	COPC	D	2,170	6.98%	46	2.12%	NO
1265	Belle Terre Blvd.	Zebulas Trail to Zaun Trail	2-ln - UnDiv	COPC	D	2,170	6.98%	46	2.12%	NO
1270	Belle Terre Blvd.	Zaun Trail to Citation Parkway	2-ln - UnDiv	COPC	D	2,170	7.81%	52	2.40%	NO
1275	Belle Terre Blvd.	Citation Parkway to US 1	2-ln - UnDiv	COPC	D	2,170	2.42%	16	0.74%	NO
4300	Bulldog Drive	SR 100 to Central Avenue	2-ln - UnDiv	COPC	D	1,330	1.91%	13	0.98%	NO
3312	Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	2-ln - UnDiv	COPC	D	2,170	10.22%	68	3.13%	YES
251	I-95 (SR 9)	Palm Coast City Limit to Palm Coast Parkway	6ln - Div	FDOT	C	10,060	0.00%	0	0.00%	NO
292	I-95 (SR 9)	Palm Coast Parkway to SR 100	6ln - Div	FDOT	C	10,060	2.77%	18	0.18%	NO
255	I-95 (SR 9)	SR 100 to Old Dixie Highway	6ln - Div	FDOT	C	10,060	0.00%	0	0.00%	NO
3325	Seminole Woods Parkway	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	22.82%	151	2.56%	NO
3300	Seminole Woods Parkway	Ulaturn Place to Citation Parkway	4ln - Div	COPC	D	5,900	23.57%	156	2.64%	NO
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	24.46%	162	7.47%	YES
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	2-ln - UnDiv	COPC	D	2,170	62.09%	412	18.99%	YES
3320	Sesame Boulevard	Seminole Woods Parkway to terminus	2-ln - UnDiv	COPC	D	2,170	2.39%	16	0.74%	NO
3560	State Road 100	John Anderson Drive to Colbert Lane	4ln - Div	FDOT	D	3,580	6.75%	45	1.26%	NO
3550	State Road 100	Colbert Lane to Tuscany Blvd.	4ln - Div	FDOT	D	3,580	9.02%	60	1.68%	NO
3540	State Road 100	Tuscany Blvd. to Old Kings Road	4ln - Div	FDOT	D	3,580	6.63%	44	1.23%	NO
3530	State Road 100	Old Kings Road to I-95	4ln - Div	FDOT	D	3,580	9.66%	64	1.79%	NO
3525	State Road 100	I-95 to Memorial Medical Parkway	4ln - Div	FDOT	D	3,580	15.42%	102	2.85%	NO
3520	State Road 100	Memorial Medical Pkwy to Seminole Woods P	4ln - Div	FDOT	D	3,580	15.93%	106	2.96%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	D	3,580	5.25%	35	0.98%	NO
3510	State Road 100	Bulldog Drive to Landings Blvd.	4ln - Div	FDOT	D	3,580	2.35%	16	0.45%	NO
3505	State Road 100	Landings Blvd. to Belle Terre Parkway	4ln - Div	FDOT	D	3,580	0.11%	1	0.03%	NO
3500	State Road 100	Belle Terre Parkway to Palm Coast City Limits	4ln - Div	FDOT	D	3,580	0.55%	4	0.11%	NO
4100	Town Center Blvd.	SR 100 to Hospital Drive	4ln - Div	COPC	D	5,900	1.61%	11	0.19%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Parkway	4ln - Div	FDOT	D	3,580	10.41%	69	1.93%	NO
3750	US1 (SR5)	Belle Terre Parkway to DuPont Road	4ln - Div	FDOT	D	3,580	8.18%	54	1.51%	NO
3755	US1 (SR5)	DuPont Road to Seminole Woods Parkway	4ln - Div	FDOT	D	3,580	13.32%	88	2.46%	NO
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City L	4ln - Div	FDOT	D	3,580	48.16%	319	8.91%	YES

= **Significantly Impacted Link**
Source: FDOT Quality/Level of Service Handbook, CFRPMv7

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

As indicated in **Table 2**, the following roadway segment and intersections are significantly impacted by the project and will be included in this analysis.

Roadway Segments

- Citation Parkway from Belle Terre Parkway to Laguna Forest Lane
- Seminole Woods Parkway from Citation Parkway to Sesame Boulevard
- Seminole Woods Parkway from Sesame Boulevard to US 1 (SR 5)
- US 1 (SR 5) from Seminole Woods Parkway to Palm Coast City Limits

Intersections

- Belle Terre Boulevard at Citation Parkway
- Citation Parkway at Project Driveways (future conditions)
- US 1 at Seminole Woods Boulevard
- Seminole Woods Boulevard at Slipper Trail (Project Driveway)
- Seminole Woods Boulevard at Sloganeer Trail (Project Driveway)
- Seminole Woods Boulevard at Sesame Boulevard

Total Traffic

2030 background traffic volume estimates, trips associated with non-project growth, for the road segments was calculated as the total of existing segment volumes plus the vested traffic. Intersection turning movements were estimated using a growth rate. The growth factor was calculated for each intersection approach by dividing the total PM peak hour trips (existing plus vested) by the existing PM peal hour volumes. The turning movement volumes at the intersections were expanded based on these growth factors.

Segment Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

The existing, background and total traffic volumes on each significantly impacted roadway segment will be compared to the maximum service volume for the segment to determine if the facility is operating at an acceptable level of service. A link specific capacity analysis may be conducted to determine the actual service volumes for a specific roadway segment (if authorized by the applicant). The procedures outlined in the most recent FDOT Quality/Level of Service Handbook will be used to conduct the analysis.

Intersection Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

An operational analysis of the existing and future PM Peak Hour traffic will be analyzed utilizing

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

the methodologies and procedures contained in the 6th edition of the Highway Capacity Manual using the Synchro/Sim Traffic Software for signalized intersections. The operating conditions of existing, background and total traffic will be tabulated in the TIA Report. The need for turn lanes will be based on FDOT's turn lane requirements.

Access Analysis

Access to the proposed development will be from Seminole Woods Parkway. The entrance will be analyzed for right and left turn lanes.

Alternative Travel Modes Analysis

The availability of alternative travel modes to and from the proposed development, inclusive of Paratransit, will be identified and discussed. Both pedestrian and bicycle mobility external to the site will also be included in the TIA.

Improvements

If warranted, appropriate roadway and intersection improvements will be identified at built-out of the project including site access improvements. Mitigation or proportionate fair share calculations for significant and adverse impacts to City facilities will be made in accordance with the City of Palm Coast Engineering and Construction process and procedures.

Please review the proposed methodology and advise if the City of Palm Coast is in agreement with the methodology as proposed. If you have any questions or need additional information, please advise.

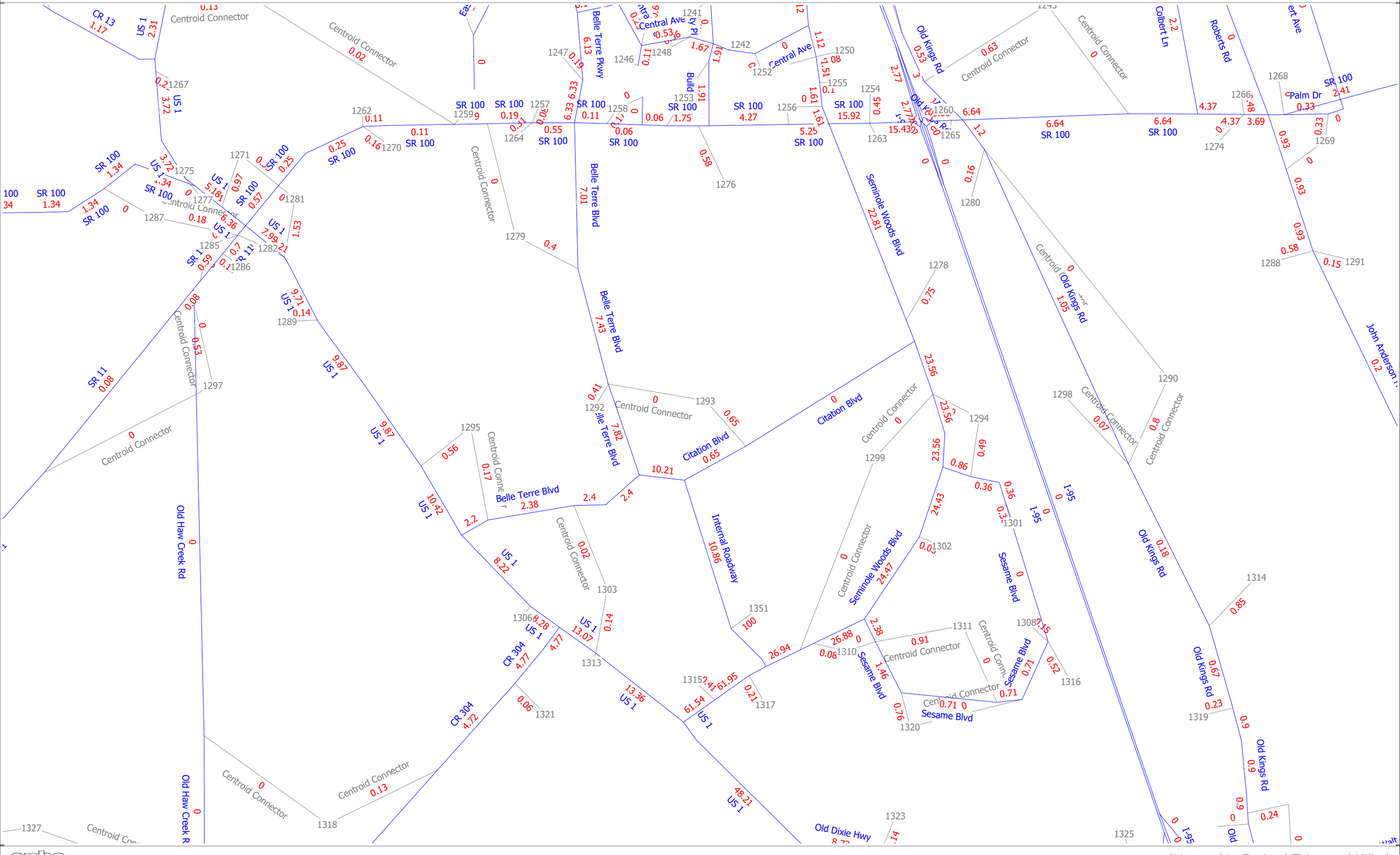
Sincerely,
ENGLAND, THIMS & MILLER, INC.



Thomas L. Hatcher, P.E., PTOE, PTP
Transportation Engineer

Appendix B
Project Traffic Distribution Model Plot

Cascades at Grand Landings
Project Traffic Distribution
CFRPMv7



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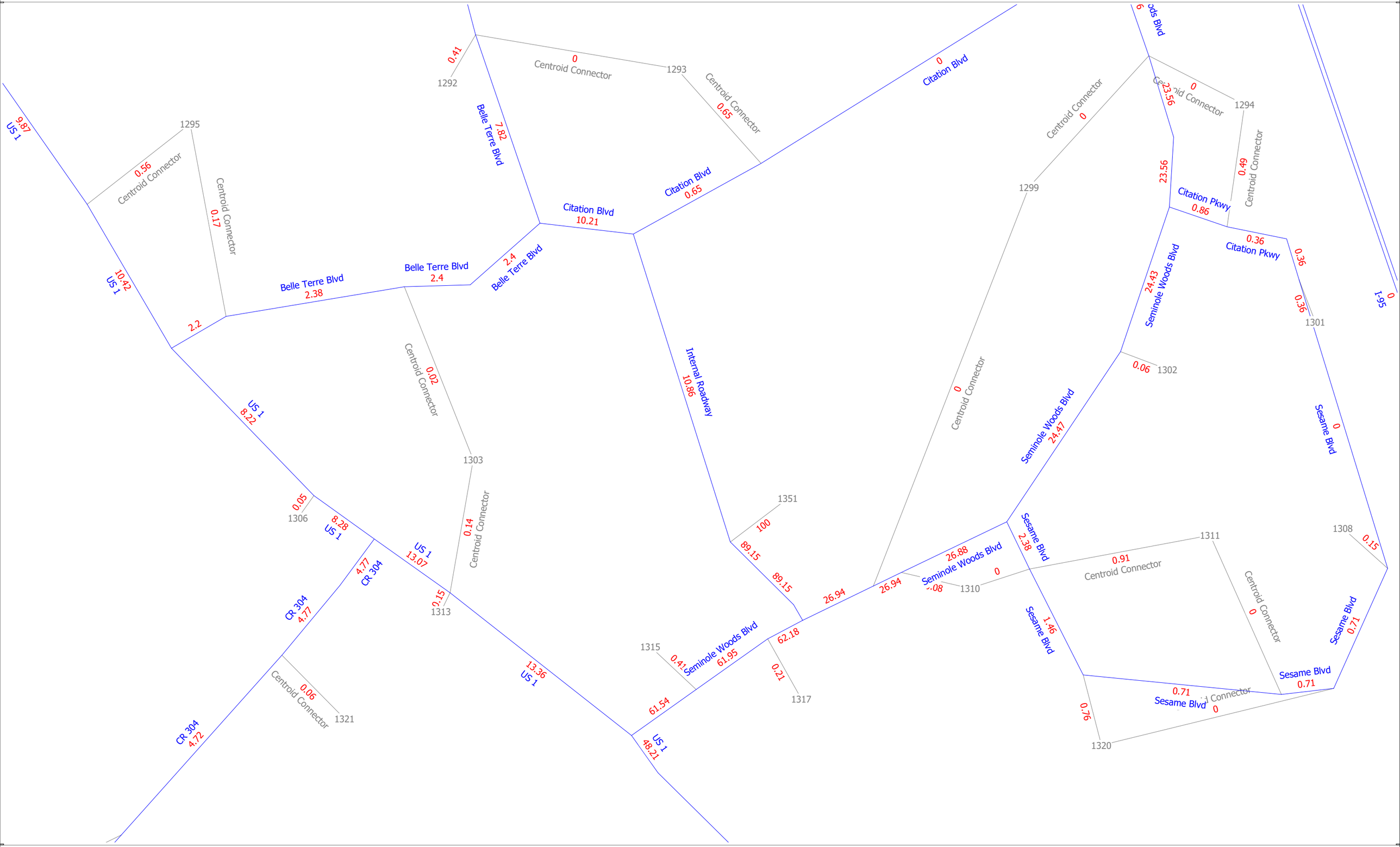

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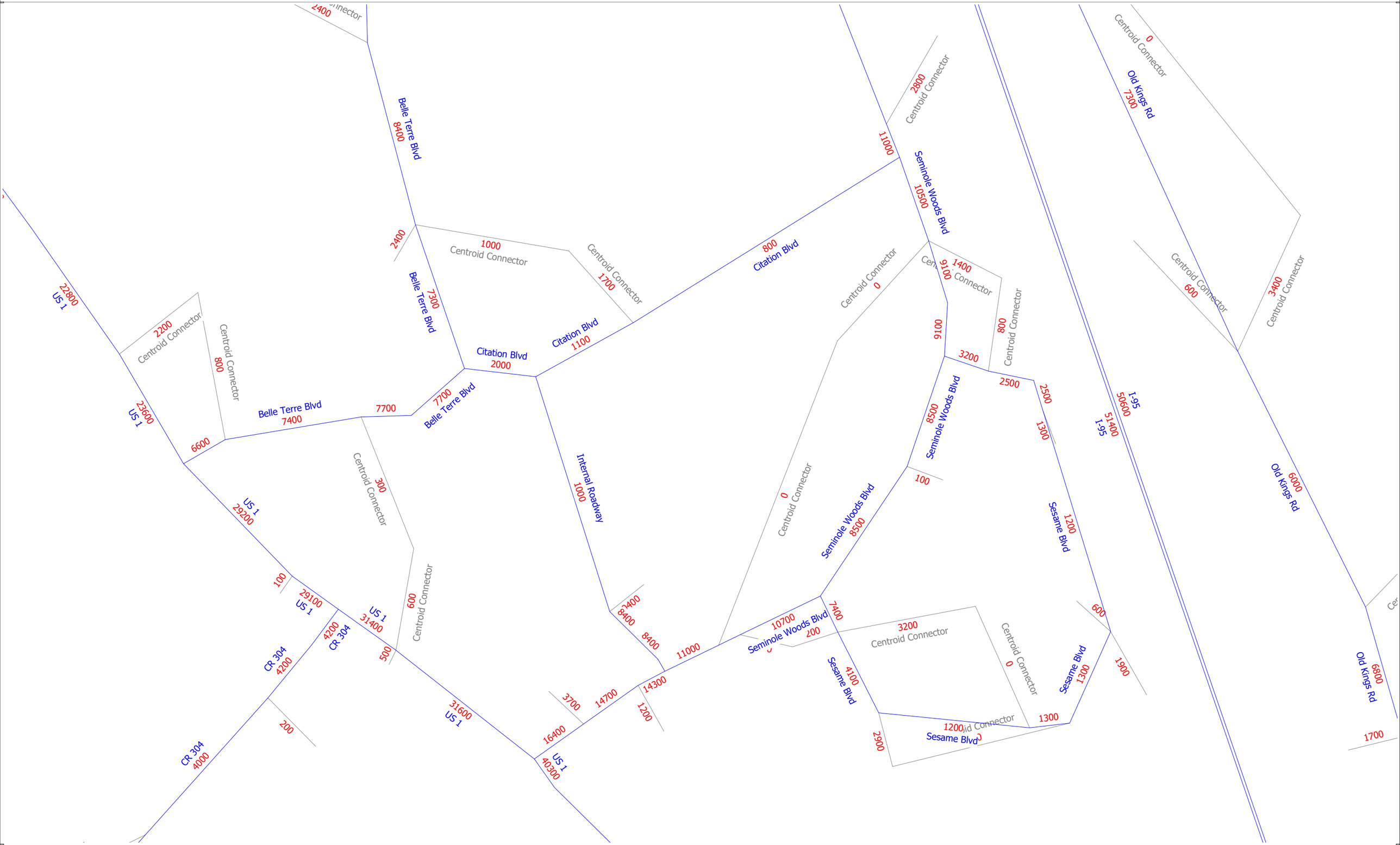
Cascades at Grand Landings
AADT
CFRPMv7



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Appendix C
2024 Transportation Facility Status Report

Transportation Facility Status Report

Published May 19, 2024

Citywide Traffic Counts Fall 2023 / Vested trips through December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Belle Terre Parkway																							
1200	Matanzas Woods Parkway to Bird of Paradise Drive			1.86								7,814	0.1029	804	367	1,171							C	C
1205	Bird of Paradise Drive to Pine Lakes Parkway (North)	Arterial	Class 1	0.71	4	Yes	Yes	Yes	5	1.28	45	16,208	0.0908	1,472	367	1,839	*	**	3,420	3,580	***	D	C	C
1210	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
			Segment Length:	3.90																				
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.22								22,150	0.0878	1,945	271	2,216							C	C
1225	Palm Coast Parkway (EB) to Cypress Point Parkway		Class 1	0.13	4	Yes	Yes	Yes	5	8.06	45	21,694	0.0826	1,792	363	2,155	*	**	3,420	3,580	***	D	C	C
1230	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
			Segment Length:	0.62																				
1240	Pine Lakes Parkway (South) to Parkview Drive			1.03								31,904	0.0841	2,683	353	3,036							C	C
1245	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250	White View Parkway to Rymfire Drive	Arterial	Class 1	0.92	4	Yes	Yes	Yes	7	1.38	45	28,101	0.0894	2,512	428	2,940	*	**	3,420	3,580	***	D	C	C
1252	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
			Segment Length:	5.06																				
	Belle Terre Blvd.																							
1263	SR 100 to Zebulas Trail			0.21								9,353	0.0898	840	179	1,019							C	C
1265	Zebulas Trail to Zaun Trail	Arterial	UFH	0.84	2	No	n.a.	n.a.	n.a.	n.a.	50	7,688	0.0879	676	167	843	*	770	1,530	2,170	2,990	D	B	C
1270	Zaun Trail to Citation Parkway			1.37								5,297	0.0967	512	167	679							B	B
1275	Citation Parkway to US 1			1.31								4,301	0.106	456	184	640							B	B
			Segment Length:	3.73																				
	Bird of Paradise Drive																							
2420	Matanzas Woods Parkway to Birchwood Drive	Collector	UFH	1.31	2	No	n.a.	n.a.	n.a.	n.a.	30	4,494	0.1362	612	0	612	*	770	1,530	2,170	2,990	D	B	B
2430	Birchwood Drive to Belle Terre Parkway			1.01								7,069	0.1019	720	0	720							B	B
			Segment Length:	2.32																				
	Bulldog Drive																							
4300	SR 100 to Central Avenue			0.54								5,384	0.1635	880	84	964	*	**	660	1,330	1,410	D	C	C
4310	Central Avenue to Lake Avenue	Collector	Class 2	0.28	2	No	No	No	1	1.11	25	1386	0.127	176	0	176								
4320	Lake Avenue to terminus			0.08																				
			Segment Length:	0.90																				
	Central Avenue																							
4400	Belle Terre Parkway to Market Avenue			0.35								4,233	0.1288	545	292	837							C	C
4410	Market Avenue to Lake Avenue	Collector	Class 2	0.11	4	Yes	Yes	No	2	2.90	25	4,777	0.1398	668	292	960	*	**	1,310	2,920	3,040	D	C	C
4420	Lake Avenue to Landings Blvd.			0.23								5,804	0.096	557	215	772							C	C
			Segment Length:	0.69																				
4430	Landings Blvd to Park Street			0.33								4,712	0.1452	684	292	976							D	D
4440	Park Street to Bulldog Drive	Collector	Class 2	0.16	2	no	no	no	0	0.00	20	4,543	0.1453	660	292	952	*	**	660	1,330	1,410	D	C	D
4450	Bulldog Drive to Brookhaven Drive			0.29								3,084	0.1401	432	292	724							C	D
4460	Brookhaven Drive to Town Center Blvd.			0.41								3,084	0.1401	432	292	724							C	D
			Segment Length:	1.19																				
	Citation Parkway																							
3312	Belle Terre Parkway to Laguna Forest Lane	Collector	UFH	0.77	2	No	n.a.	n.a.	n.a.	n.a.	35	1,687	0.1067	180	0	180	*	770	1,530	2,170	2,990	D	B	B
~~3315~~	~~Seminole Woods Parkway to Sesame Boulevard~~			0.41							40	~~1,564~~	~~0.089~~	~~139~~	~~0~~	~~139~~								
			Segment Length:	1.18																				
	Club House Drive																							
1300	Palm Harbor Parkway to Palm Coast Parkway (WB)	Collector	Class 2	1.65	2	No	Yes	No	1	0.56	35	4,825	0.0895	432	80	512	*	**	660	1,330	1,410	D	C	C
1310	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.15								3,293	0.102	336	78	414							C	C
			Segment Length:	1.80																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Colbert Lane																							
3105	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	Arterial	Class 2	0.20	2	No	n.a.	n.a.	n.a.	n.a.	30	4,167	0.1056	440	9	449	*	**	660	1,330	1,410	D	C	C
3110	Palm Coast Parkway (EB) to Waterside Parkway (N)		UFH	1.70							45	9,199	0.1061	976	6	982							C	C
3120	Waterside Parkway (N) to Waterside Park (S)			1.40							55	5,191	0.0955	496	1	497	*	770	1,530	2,170	2,990		B	B
3125	Waterside Park (S) to South Park Road			0.60								5,788	0.1071	620	1	621							B	B
3130	South Park Road to Roberts Road			1.87								6,371	0.086	548	1	549							B	B
3135	Roberts Road to SR 100			1.29								4,289	0.1007	432	1	433							B	B
			Segment Length:	7.06																				
	Cypress Point Parkway																							
4200	Belle Terre Parkway to Pine Cone Drive	Arterial	Class 2	0.22	4	Yes	Yes	No	3	3.80	35	18,853	0.0893	1,684	65	1,749	*	**	1,310	2,920	3,040	D	D	D
4205	Pine Cone Drive to Cypress Edge (S)			0.29								17,801	0.0854	1,520	65	1,585							D	D
4210	Cypress Edge (S) to Cypress Edge (N)			0.16								17,801	0.0854	1,520	65	1,585							D	D
4215	Cypress Edge (N) to Palm Coast Parkway			0.12								20,966	0.0914	1,916	65	1,981							D	D
			Segment Length:	0.79																				
	Farmsworth Drive																							
2716	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.90	2	No	n.a.	n.a.	n.a.	n.a.	30	2,376	0.1061	252	0	252	*	**	600	1,200	1,270	D	C	C
	Farragut Drive																							
2717	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.97	2	No	n.a.	n.a.	n.a.	n.a.	30	1,045	0.0995	104	0	104	*	**	600	1,200	1,270	D	C	C
	Fleetwood Drive																							
2714	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.94	2	No	n.a.	n.a.	n.a.	n.a.	30	2,329	0.0962	224	0	224	*	**	600	1,200	1,270	D	C	C
	Florida Park Drive																							
2090	Palm Harbor Parkway to Forest Hill Drive	Collector	Class 1	0.32	2	No	Yes	No	1	0.52	30	5,055	0.0942	476	27	503	*	**	660	1,330	1,410	D	C	C
2100	Forest Hill Drive to Fleetwood Drive			0.64								7,122	0.091	648	24	672							C	D
2105	Fleetwood Drive to Farragut Drive			0.25								7,122	0.091	648	24	672							C	D
2110	Farragut Drive to Palm Coast Parkway (WB)			0.63								9,172	0.0925	848	25	873							D	D
2120	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.08								5,066	0.1003	508	67	575							C	C
			Segment Length:	1.92																				
	Forest Grove Drive																							
4000	Old Kings Road (W) to Old Kings Road (E)	Collector	Class 2*	0.59	2	No	n.a.	n.a.	n.a.	n.a.	30	1,704	0.1713	292	0	292	*	**	600	1,200	1,270	D	C	C
~~4010~~	~~Old Kings Road (E) to Palm Harbor Parkway~~			0.41								~~0~~	~~0.094~~	———	~~289~~	~~289~~								
			Segment Length:	1.00																				
	Frontier Drive																							
2712	Old Kings Road (E) to Palm Harbor Parkway	Collector	Class 2*	1.14	2	No	n.a.	n.a.	n.a.	n.a.	30	3,657	0.1072	392	0	392	*	**	600	1,200	1,270	D	C	C
	Hargrove Grade Road																							
3707	US 1 to RR Xing	Collector	Class 2*	1.00	2	No	n.a.	n.a.	n.a.	n.a.	35	3,304	0.1501	496	0	496	*	**	600	1,200	1,270	D	C	C
	I-95 (SR 9)																							
251	Palm Coast City Limit to Palm Coast Parkway	Arterial	Freeway	7.64	6	Yes	n.a.	n.a.	n.a.	n.a.	70	66,798	0.131	8,751	25	8,776	*	6,130	8,370	10,060	11,100	C	D	D
292	Palm Coast Parkway to SR 100			5.80								78,040	0.106	8,272	329	8,601							C	D
255	SR 100 to Old Dixie Highway			5.26								78,768	0.132	10,397	312	10,709							D	E
			Segment Length:	18.70																				
	Lakeview Boulevard																							
3925	London Drive to Matanzas Woods Parkway	Collector	UFH	1.33	2	No	n.a.	n.a.	n.a.	n.a.	n.a.	5,008	0.0926	464	0	464	*	770	1,530	2,170	2,990	D	B	B

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Landings Blvd.																							
4500	SR 100 to Central Avenue	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4510	Central Avenue to Lake Avenue			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Lake Avenue																							
4550	Market Avenue to Landings Blvd.	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4560	Landings Blvd.to City Place Drive			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4570	City Place Drive to Town Center Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Market Avenue																							
4600	Belle Terre Parkway to Central Avenue	Collector	UFH	0.28	2	No	n.a.	n.a.	n.a.	n.a.	25	2,990	0.103	308	0	308	*	770	1,530	2,170	2,990	D	B	B
4610	Central Avenue to Lake Avenue													-	0	-								
		Segment Length:		0.28																				
	Matanzas Woods Parkway																							
2400	US 1 to Belle Terre Parkway	Arterial	Class 1	1.06	2	No	Yes	No	3	0.33	45	6,514	0.1069	696	321	1,017	*	**	1,510	1,600	***	D	C	C
2410	Belle Terre Parkway to Bird of Paradise Drive			0.80								10,120	0.1067	1,080	183	1,263							C	C
2415	Bird of Paradise Drive to I-95 SB			0.10								13,880	0.1182	1,641	337	1,978							E	E
2416	I-95 SB to I-95 NB			0.29								12,690	0.1157	1,468	305	1,773							C	E
2417	I-95 NB to Old King Rd Extension			0.23								12,168	0.1351	1,644	305	1,949							E	E
2418	Old Kings Rd Extension at Matanzas HS Entrance			0.52								8,208	0.1896	1,556	305	1,861							D	E
		Segment Length:		3.00																				
	Old Kings Road																							
2700	US 1 to Princess Place Preserve Entrance	Arterial	UFH	1.55	2	No	n.a.	n.a.	n.a.	n.a.	55	1,598	0.1127	180	49	229	*	770	1,530	2,170	2,990	D	B	B
2702	Princess Place Preserve Entrance to Forest Grove Drive			3.01								6,707	0.0823	552	49	601							B	B
2705	Forest Grove Drive to Farmsworth Drive			1.55							45	7,405	0.0956	708	222	930							B	C
2707	Farmsworth Drive to Frontier Drive			0.39								9,730	0.0958	932	222	1,154							C	C
2710	Frontier Drive to Fleetwood Drive			0.46							35	12,513	0.0879	1,100	220	1,320							C	C
2715	Fleetwood Drive to Farragut Drive			0.65								16,203	0.0857	1,389	220	1,609							C	D
		Segment Length:		7.61																				
2720	Farragut Drive to Palm Coast Parkway	Arterial	Class 1	0.39	4	Yes	Yes	Yes	1	2.56	35	23,893	0.084	2,007	199	2,206	*	**	3,420	3,580	**	D	C	C
		Segment Length:		0.39																				
2730	Palm Coast Parkway to Utility Drive	Arterial	UFH	0.63	2	No	n.a.	n.a.	n.a.	n.a.	35	15,971	0.0829	1,324	224	1,548	*	770	1,530	2,170	2,990	D	C	D
2735	Utility Drive to Oak Trails Boulevard			0.25							45	9,556	0.0892	852	224	1,076							C	C
2740	Oak Trails Boulevard to Hidden Lake Blvd			3.35								9,332	0.0883	824	257	1,081								
2743	Hidden Lake Blvd to Town Center Drive			0.20								9,645	0.0887	856	257	1,113							C	C
2745	Town Center Boulevard to SR 100			1.61	4	Yes						9,891	0.087	861	251	1,112	*	3,300	4,660	5,900	6,530		B	B
2750	SR 100 to Palm Coast City Limit			0.30	2	No					50	9,422	0.1414	1,332	88	1,420	*	770	1,530	2,170	2,990		C	C
		Segment Length:		6.34																				
	Palm Coast Parkway																							
2800	US 1 to Pine Lakes Parkway	Arterial	Class 1	0.53	4	Yes	Yes	Yes	1	1.89	45	15,106	0.0988	1,492	922	2,414	*	**	3,420	3,580	***	D	C	C
	Palm Coast Parkway (Eastbound)																							
2815	Pine Lakes Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	1.22	2	One Way	Yes	No	2	1.06	45	13,199	0.0949	1,253	478	1,731	*	**	2,050	2,150	***	D	C	C
2825	Belle Terre Parkway to Cypress Point Parkway			0.66	3						40	19,308	0.0849	1,639	321	1,960	*	**	3,150	3,240	***		C	C
		Segment Length:		1.88																				
	Palm Coast Parkway (Westbound)																							
2820	Cypress Point Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	0.65	3	One Way	Yes	No	2	1.10	40	18,837	0.0941	1,773	321	2,094	*	**	3,150	3,240	***	D	C	C
2810	Belle Terre Parkway to Pine Lakes Parkway			1.16	2						45	12,729	0.087	1,107	478	1,585	*	**	2,050	2,150	***		C	C
		Segment Length:		1.81																				
	Palm Coast Parkway																							
2826	Cypress Point Parkway to I-95 South Bound Ramps			0.27								48,983	0.0846	4,144	562	4,706							C	C

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
2827	I-95 South Bound Ramps to I-95 North Bound Ramps	Arterial	Class 1	0.39	6	Yes	Yes	Yes	3	3.33	40	40,003	0.0968	3,872	240	4,112	*	**	5,250	5,390	***	D	C	C
2830	I-95 North Bound Ramps to Old Kings Road			0.24								48,084	0.0819	3,938	262	4,200							C	C
			Segment Length:	0.90																				
	Palm Coast Parkway (Eastbound)																							
2845	Old Kings Road to Florida Park Drive	Arterial	Class 1 (One Way)	0.34	2	One Way	Yes	Yes	3	1.69	45	16,857	0.0847	1,428	155	1,583	*	**	3,150	3,240	***	D	C	C
2855	Florida Park Drive to Club House Drive			0.26								13,953	0.0903	1,260	188	1,448							C	C
2865	Club House Drive to Colbert Lane			0.25								11,633	0.0908	1,056	122	1,178							C	C
2875	Colbert Lane to Palm Harbor Parkway			0.93								7,301	0.0893	652	130	782							C	C
			Segment Length:	1.78																				
	Palm Coast Parkway (Westbound)																							
2870	Palm Harbor Parkway to Colbert Lane	Arterial	Class 1 (One Way)	0.65	2	One Way	Yes	No	3	1.90	40	7,938	0.0821	652	119	771	*	**	2,050	2,150	***	D	C	C
2860	Colbert Lane to Club House Drive			0.32							45	11,333	0.08	907	113	1,020							C	C
2850	Club House Drive to Florida Park Drive			0.28								14,148	0.0888	1,256	150	1,406							C	C
2840	Florida Park Drive to Old Kings Road			0.33								18,891	0.0881	1,664	132	1,796							C	C
			Segment Length:	1.58																				
	Palm Coast Parkway (Hammock Dunes Parkway)																							
2880	Palm Harbor Parkway to SR A1A	Arterial	Class 1	1.11	2	No	Yes	Yes	1	0.90	45	14,253	0.0856	1,220	125	1,345	*	**	1,510	1,600	***	D	C	C
	Palm Harbor Parkway																							
2890	Matanzas HS Entrance to Cris Lane	Collector	UFH	0.60	2	No	n.a.	n.a.	n.a.	n.a.	45	6,731	0.1129	760	217	977	*	770	1,530	2,170	2,990	D	B	C
2895	Cris Lane to Fellowship Lane			0.70								6,916	0.1087	752	217	969							B	C
2900	Fellowship Lane to Florida Park Drive			0.70								7,727	0.0958	740	217	957							B	C
2910	Florida Park Drive to Club House Drive			1.78								6,994	0.0938	656	173	829							B	C
			Segment Length:	3.78																				
2920	Club House Drive to Palm Coast Parkway	Collector	Class 2	0.75	2	No	No	No	2	2.67	35	6,394	0.0857	548	181	729	*	**	660	1,330	1,410	D	C	D
	Pine Lakes Parkway																							
3000	Belle Terre Parkway (N) to Palm Coast Parkway	Collector	Class 1	1.21	2	No	Yes	Yes	2	0.40	45	5,585	0.0931	520	21	541	*	**	1,510	1,600	***	D	C	C
3002	Palm Coast Parkway to Commerce Boulevard			0.15								10,271	0.0931	956	30	986							C	C
3010	Commerce Boulevard to White Mill Drive			1.85								10,752	0.09	968	35	1,003							C	C
3020	White Mill Drive to Belle Terre Parkway (S)			1.81								13,192	0.0879	1,160	22	1,182							C	C
			Segment Length:	5.02																				
	Ravenwood Drive																							
3911	White View Parkway to Rymfire Drive	Collector	UFH	0.56	2	No	n.a.	n.a.	n.a.	n.a.	45	5,939	0.0855	508	0	508	*	770	1,530	2,170	2,990	D	B	B
	Royal Palms Parkway																							
3200	US 1 to Rymfire Drive	Arterial	Class 1	0.68	2	No	Yes	No	1	0.23	55	7,140	0.1042	744	178	922	*	**	1,510	1,600	***	D	C	C
3210	Rymfire Drive to Belle Terre Parkway			2.05								5,412	0.1027	556	178	734							C	C
3212	Belle Terre Parkway to Town Center Boulevard			1.57							45	8,824	0.0993	876	146	1,022							C	C
			Segment Length:	4.30																				
	Rymfire Drive																							
3215	Royal Palms Parkway to Ravenwood Drive	Collector	UFH	1.71	2	No	n.a.	n.a.	n.a.	0.00	45	5,606	0.1042	584	0	584	*	770	1,530	2,170	2,990	D	B	B
3225	Ravenwood Drive to Belle Terre Parkway			1.34								11,401	0.0895	1,020	0	1,020							C	C
			Segment Length:	3.05																				
	Seminole Woods Parkway																							
3325	SR 100 to Ulaturn Place	Collector	UFH	0.95	4	Yes	n.a.	n.a.	n.a.	n.a.	50	14,303	0.09	1,287	384	1,671	*	3,300	4,660	5,900	6,530	D	B	B
3300	Ulaturn Place to Citation Parkway			1.45								12,272	0.09	1,104	381	1,485							B	B
3310	Citation Parkway to Sesame Boulevard			1.15	2	No						4,536	0.1349	612	306	918	*	770	1,530	2,170	2,990		B	B
3305	Sesame Boulevard to US 1			1.37								6,959	0.0983	684	310	994							B	B
			Segment Length:	4.92																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Sesame Boulevard																							
3320	Seminole Woods Parkway to terminus	Collector	UFH	2.92	2	No	n.a.	n.a.	n.a.	n.a.	45	6,170	0.1031	636	0	636	*	770	1,530	2,170	2,990	**D**	B	B
	State Road 100																							
3560	John Anderson Drive to Colbert Lane	Arterial	State Class 1	1.17	4	Yes	Yes	No	2	0.74	55	23,062	0.0846	1,951	232	2,183	*	**	3,420	3,580	***	**D**	C	C
3550	Colbert Lane to Tuscany Blvd.			0.46								24,630	0.0888	2,187	252	2,439							C	C
3540	Tuscany Blvd. to Old Kings Road			1.07								24,346	0.0729	1,775	252	2,027							C	C
		Segment Length:		2.70																				
3530	Old Kings Road to I-95	Arterial	State Class 1	0.49	4	Yes	Yes	No	6	1.96	55	27,565	0.0663	1,828	408	2,236	*	**	3,420	3,580	***	**D**	C	C
3525	I-95 to Memorial Medical Parkway			0.27								37,732	0.0859	3,241	747	3,988						**C**	C	F
3520	Memorial Medical Pkwy to Seminole Woods Parkway			0.35							50	34,523	0.1013	3,497	745	4,242							D	F
3515	Seminole Woods Pkwy to Bulldog Drive			0.27								34,279	0.0629	2,156	249	2,405							C	C
3510	Bulldog Drive to Landings Blvd.			0.78							55	32,283	0.0814	2,628	232	2,860							C	C
3505	Landings Blvd. to Belle Terre Parkway			0.45								28,600	0.0892	2,551	232	2,783							C	C
3500	Belle Terre Parkway to Palm Coast City Limits			0.45								32,025	0.0814	2,607	236	2,843							C	C
		Segment Length:		3.06																				
	Town Center Blvd.																							
4100	SR 100 to Hospital Drive	Collector	UFH	0.29	4	Yes	n.a.	n.a.	n.a.	n.a.	25	7,242	0.1265	916	686	1,602	*	3,300	4,660	5,900	6,530	**D**	B	B
4110	Hospital Drive to Central Avenue			0.39								7,129	0.1246	888	648	1,536							B	B
4120	Central Avenue to Lake Avenue			0.30	2	No						6,810	0.1521	1,036	35	1,071	*	770	1,530	2,170	2,990		C	C
4130	Lake Avenue to Royal Palm Parkway			0.59								6,409	0.1267	812	35	847							C	C
4140	Royal Palm Parkway to Old Kings Road			0.25								10,206	0.0909	928	390	1,318							C	C
		Segment Length:		1.82																				
	Tuscany Blvd.																							
4145	Old Kings Road to SR100	Collector	Class 1	2.01	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	US1 (SR5)																							
3700	St. Johns County Line to Old Kings Road	Arterial	State Class 1	0.76	4	Yes	Yes	No	3	0.25	60	13,684	0.1117	1,529	508	2,037	*	**	3,420	3,580	***	**D**	C	C
3702	Old Kings Road to Matanzas Woods Parkway			2.61							65	15,505	0.096	1,488	739	2,227							C	C
3705	Matanzas Woods Parkway to Palm Coast Parkway			3.65								18,687	0.0955	1,785	1,383	3,168							C	C
3710	Palm Coast Parkway to White View Parkway			2.11								20,783	0.0943	1,960	545	2,505							C	C
3720	White View Parkway to Royal Palms Parkway			1.78							60	22,118	0.093	2,057	463	2,520							C	C
3725	Royal Palms Parkway to Espanola Road			1.07								24,367	0.0913	2,225	273	2,498							C	C
		Segment Length:		11.98																				
101	Palm Coast City Limit to Belle Terre Parkway	Arterial	State Class 1	0.57	4	Yes	Yes	No	2	0.69	60	14,567	0.0901	1,312	264	1,576	*	**	3,420	3,580	***	**D**	C	C
3750	Belle Terre Parkway to DuPont Road			0.9								17,288	0.085	1,469	490	1,959							C	C
3755	DuPont Road to Seminole Woods Parkway			1.04								19,314	0.0994	1,920	281	2,201							C	C
235	Seminole Woods Parkway to Palm Coast City Limit			0.37								18,084	0.0929	1,680	325	2,005							C	C
		Segment Length:		2.88																				
	White Mill Drive																							
3915	Pine Lakes Parkway to White View Parkway	Collector	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.	40	5,014	0.0902	452	18	470	*	770	1,530	2,170	2,990	**D**	B	B
	White View Parkway																							
3920	US 1 to White Mill Drive	Arterial	Class 1	0.88	4	Yes	Yes	No	1	0.28	45	8,964	0.0982	880	10	890	*	**	3,420	3,580	***	**D**	C	C
3910	White Mill Drive to Belle Terre Parkway			1.53	2	No					50	8,446	0.0928	784	23	807	*	**	1,510	1,600	***		C	C
3900	Belle Terre Parkway to Pritchard Drive			1.11							45	8,277	0.0797	660	5	665							C	C
		Segment Length:		3.52																				

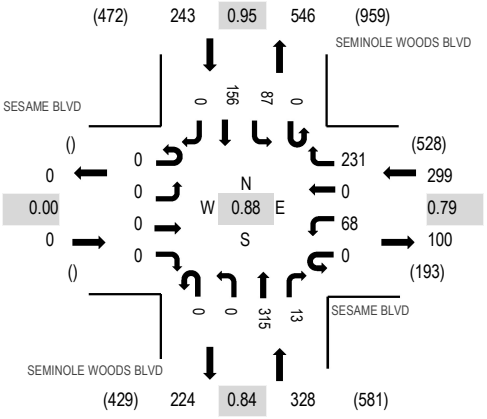
Freeway = Interstate Highway, State = State Highway, UFH = Uninterrupted Flow Highway, Class 1 = 40 mph or higher speed limit, Class 2 = 35 mph or lower speed limit, PMPH = P.M. Peak Hour, K (actual) = Measured Peak Hour Factor.

Appendix D
Turning Movement Counts

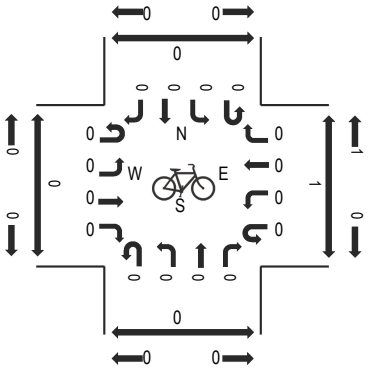
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 SEMINOLE WOODS BLVD & SESAME BLVD AM
Date: Thursday, February 26, 2026
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

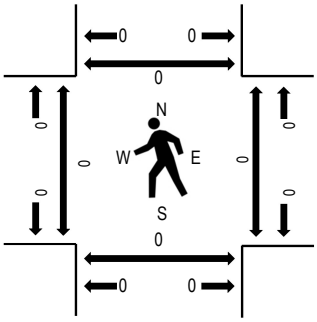
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SESAME BLVD Eastbound				SESAME BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	20	0	35	0	0	50	0	0	9	26	0	140	793	0	0	0	0
7:15 AM	0	0	0	0	0	11	0	41	0	0	63	6	0	20	41	0	182	850	0	0	0	0
7:30 AM	0	0	0	0	0	20	0	75	0	0	94	4	0	17	36	0	246	870	0	0	0	0
7:45 AM	0	0	0	0	0	23	0	53	0	0	89	4	0	14	42	0	225	830	0	0	0	0
8:00 AM	0	0	0	0	0	14	0	44	0	0	67	2	0	30	40	0	197	788	0	0	0	0
8:15 AM	0	0	0	0	0	11	0	59	0	0	65	3	0	26	38	0	202		0	0	0	0
8:30 AM	0	0	0	0	0	11	0	51	0	0	69	7	0	21	47	0	206		0	0	0	0
8:45 AM	0	0	0	0	0	6	0	54	0	0	50	8	0	22	43	0	183		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	2	1	0	4
Lights	0	0	0	0	0	68	0	228	0	0	305	12	0	76	151	0	840
Mediums	0	0	0	0	0	0	0	3	0	0	9	1	0	9	4	0	26
Total	0	0	0	0	0	68	0	231	0	0	315	13	0	87	156	0	870

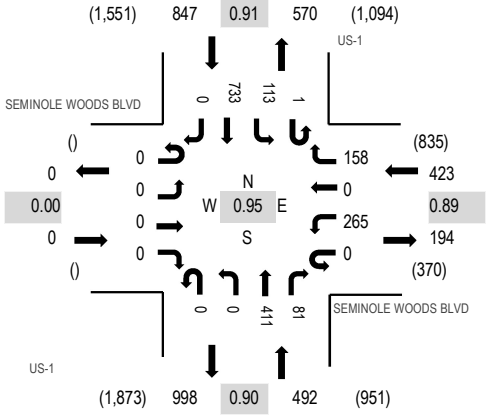
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				1.0%				3.4%				6.6%			3.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.3%	0.0%	0.0%	3.2%	7.7%	0.0%	12.6%	3.2%	0.0%	3.4%
Peak Hour Factor		0.00				0.79				0.84				0.95			0.88
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.80	0.00	0.77	0.00	0.00	0.84	0.63	0.00	0.83	0.89	0.00	0.88

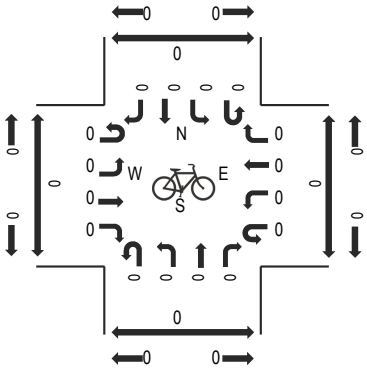
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US-1 & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

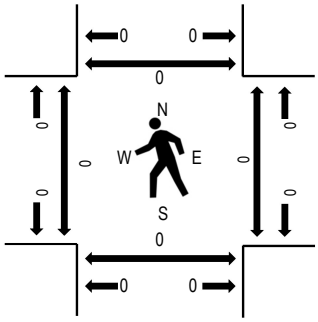
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	89	0	29	0	0	66	20	0	27	151	0	382	1,743	0	0	0	0
7:15 AM	0	0	0	0	0	73	0	29	0	0	90	17	0	27	206	0	442	1,762	0	0	0	0
7:30 AM	0	0	0	0	0	78	0	51	0	0	96	17	0	31	190	0	463	1,746	0	0	0	0
7:45 AM	0	0	0	0	0	59	0	49	0	0	109	25	0	31	183	0	456	1,666	0	0	0	0
8:00 AM	0	0	0	0	0	55	0	29	0	0	116	22	1	24	154	0	401	1,594	0	0	0	0
8:15 AM	0	0	0	0	0	67	0	33	0	0	125	22	0	24	155	0	426		0	0	0	0
8:30 AM	0	0	0	0	0	57	0	44	0	0	81	22	0	18	161	0	383		0	0	0	0
8:45 AM	0	0	0	0	0	52	0	41	0	0	105	18	0	25	143	0	384		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	14	0	0	5	20	0	39
Lights	0	0	0	0	0	264	0	155	0	0	367	78	1	99	690	0	1,654
Mediums	0	0	0	0	0	1	0	3	0	0	30	3	0	9	23	0	69
Total	0	0	0	0	0	265	0	158	0	0	411	81	1	113	733	0	1,762

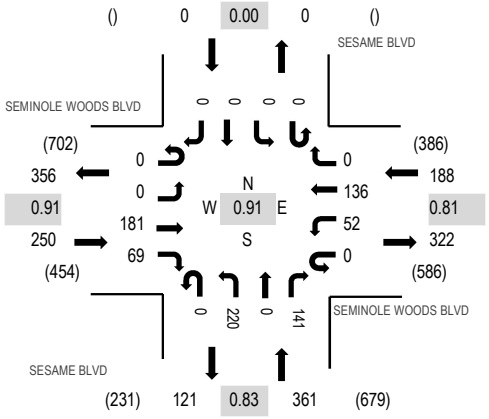
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.9%				9.6%				6.7%			6.1%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.0%	1.9%	0.0%	0.0%	10.7%	3.7%	0.0%	12.4%	5.9%	0.0%	6.1%
Peak Hour Factor		0.00				0.89				0.90				0.91			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.84	0.00	0.79	0.00	0.00	0.89	0.91	0.25	0.94	0.89	0.00	0.95

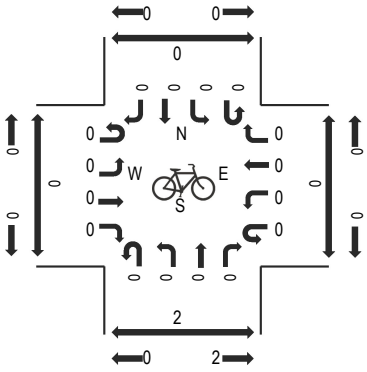
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 SESAME BLVD & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

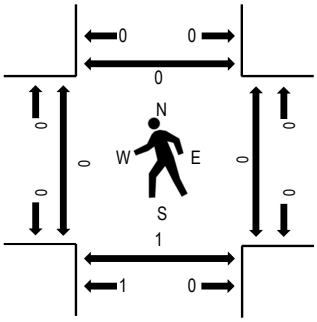
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SESAME BLVD Northbound				SESAME BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	31	19	0	5	32	0	0	59	0	24	0	0	0	0	170	788	0	0	1	0
7:15 AM	0	0	48	16	0	12	32	0	0	59	0	26	0	0	0	0	193	799	0	0	0	0
7:30 AM	0	0	40	16	0	12	40	0	0	59	0	53	0	0	0	0	220	795	0	0	1	0
7:45 AM	0	0	55	14	0	11	35	0	0	56	0	34	0	0	0	0	205	772	0	0	0	0
8:00 AM	0	0	38	23	0	17	29	0	0	46	0	28	0	0	0	0	181	731	0	0	0	0
8:15 AM	0	0	36	15	0	17	48	0	0	47	0	26	0	0	0	0	189		0	0	0	0
8:30 AM	0	0	40	16	0	15	39	0	0	55	0	32	0	0	0	0	197		0	0	0	0
8:45 AM	0	0	34	13	0	10	32	0	0	34	0	41	0	0	0	0	164		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Lights	0	0	170	65	0	50	134	0	0	217	0	137	0	0	0	0	773
Mediums	0	0	7	4	0	2	2	0	0	3	0	4	0	0	0	0	22
Total	0	0	181	69	0	52	136	0	0	220	0	141	0	0	0	0	799

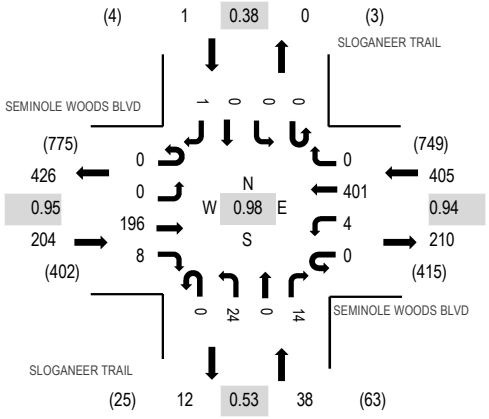
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		6.0%				2.1%				1.9%				0.0%			3.3%
Heavy Vehicle %	0.0%	0.0%	6.1%	5.8%	0.0%	3.8%	1.5%	0.0%	0.0%	1.4%	0.0%	2.8%	0.0%	0.0%	0.0%	0.0%	3.3%
Peak Hour Factor		0.91				0.81				0.83				0.00			0.91
Peak Hour Factor	0.00	0.00	0.82	0.75	0.00	0.88	0.79	0.00	0.00	0.99	0.00	0.67	0.00	0.00	0.00	0.00	0.91

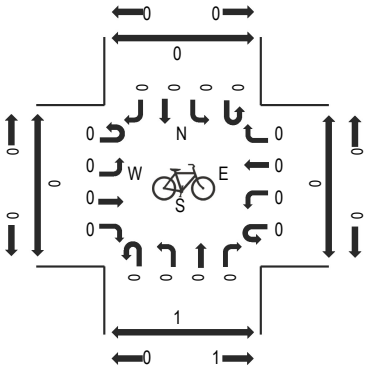
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 SLOGANEER TRAIL & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:00 AM - 07:15 AM

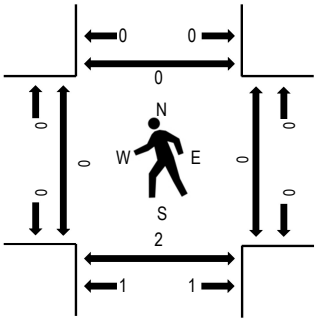
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLOGANEER TRAIL Northbound				SLOGANEER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	42	3	0	1	102	0	0	15	0	3	0	0	0	0	166	648	0	0	1	0
7:15 AM	0	0	48	1	0	1	94	0	0	3	0	6	0	0	0	1	154	620	0	0	0	0
7:30 AM	0	0	49	4	0	2	106	0	0	3	0	2	0	0	0	0	166	619	0	0	1	0
7:45 AM	0	0	57	0	0	0	99	0	0	3	0	3	0	0	0	0	162	599	0	0	0	0
8:00 AM	0	0	55	1	0	1	76	0	0	2	0	3	0	0	0	0	138	570	0	0	0	0
8:15 AM	0	0	49	2	0	4	92	3	0	1	0	1	0	1	0	0	153		0	0	0	0
8:30 AM	0	0	50	1	0	0	84	0	0	5	0	4	0	0	0	2	146		0	0	0	0
8:45 AM	0	0	39	1	0	3	81	0	0	6	0	3	0	0	0	0	133		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Lights	0	0	180	6	0	3	398	0	0	24	0	13	0	0	0	1	625
Mediums	0	0	13	2	0	1	3	0	0	0	0	1	0	0	0	0	20
Total	0	0	196	8	0	4	401	0	0	24	0	14	0	0	0	1	648

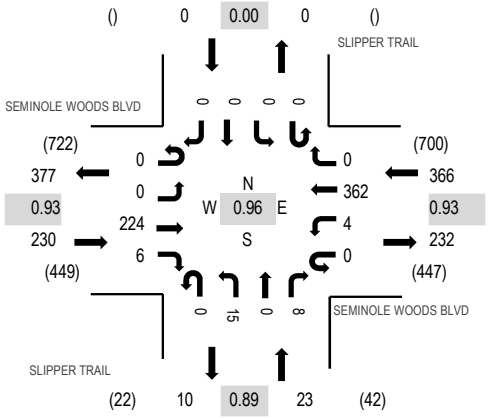
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			8.8%				1.0%				2.6%				0.0%		3.5%
Heavy Vehicle %	0.0%	0.0%	8.2%	25.0%	0.0%	25.0%	0.7%	0.0%	0.0%	0.0%	0.0%	7.1%	0.0%	0.0%	0.0%	0.0%	3.5%
Peak Hour Factor			0.95				0.94				0.53				0.38		0.98
Peak Hour Factor	0.00	0.00	0.93	0.50	0.00	0.50	0.95	0.25	0.00	0.40	0.00	0.58	0.00	0.25	0.00	0.25	0.98

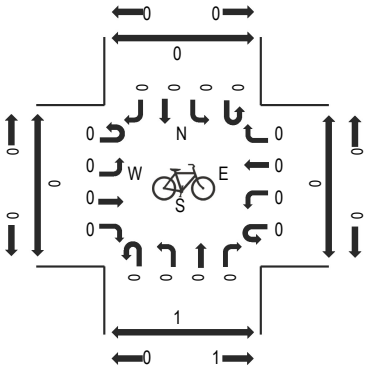
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 SLIPPER TRAIL & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

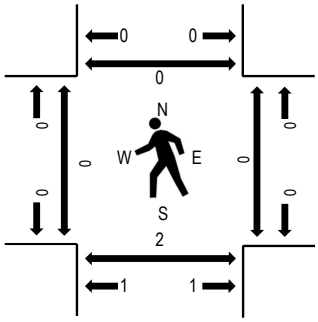
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLIPPER TRAIL Northbound				SLIPPER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	46	2	0	0	88	0	0	2	0	2	0	0	0	0	140	619	0	0	1	0
7:15 AM	0	0	59	1	0	1	89	0	0	3	0	3	0	0	0	0	156	618	0	0	0	0
7:30 AM	0	0	55	2	0	2	96	0	0	5	0	2	0	0	0	0	162	615	0	0	1	0
7:45 AM	0	0	64	1	0	1	89	0	0	5	0	1	0	0	0	0	161	605	0	0	0	0
8:00 AM	0	0	60	1	0	2	70	0	0	5	0	1	0	0	0	0	139	572	0	0	0	0
8:15 AM	0	0	49	3	0	2	94	0	0	4	0	1	0	0	0	0	153		0	0	0	0
8:30 AM	0	0	54	2	0	1	92	0	0	2	0	1	0	0	0	0	152		0	0	0	0
8:45 AM	0	0	49	1	0	0	73	0	0	5	0	0	0	0	0	0	128		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Lights	0	0	204	4	0	4	358	0	0	15	0	8	0	0	0	0	593
Mediums	0	0	17	2	0	0	4	0	0	0	0	0	0	0	0	0	23
Total	0	0	224	6	0	4	362	0	0	15	0	8	0	0	0	0	619

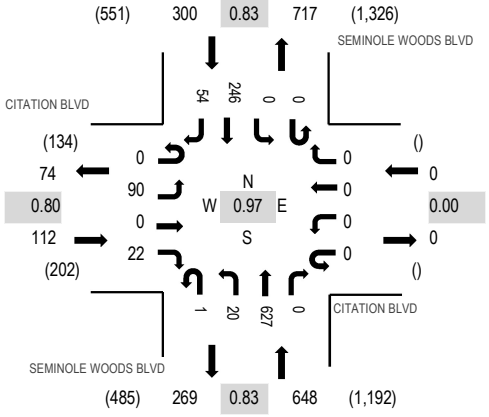
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			9.6%				1.1%				0.0%				0.0%		4.2%
Heavy Vehicle %	0.0%	0.0%	8.9%	33.3%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.2%
Peak Hour Factor			0.93				0.93				0.89				0.00		0.96
Peak Hour Factor	0.00	0.00	0.93	0.58	0.00	0.88	0.94	0.00	0.00	0.95	0.00	0.67	0.00	0.00	0.00	0.00	0.96

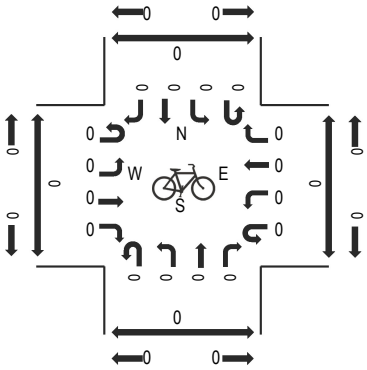
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 7 SEMINOLE WOODS BLVD & CITATION BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

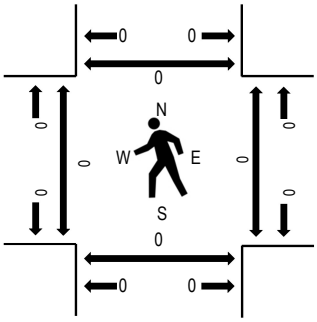
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	14	0	0	0	0	0	0	0	0	116	0	0	0	32	16	178	932	0	1	0	0
7:15 AM	0	20	0	1	0	0	0	0	0	2	136	0	0	0	41	12	212	1,025	0	0	0	0
7:30 AM	0	31	0	4	0	0	0	0	0	4	169	0	0	0	44	16	268	1,060	0	0	0	0
7:45 AM	0	16	0	4	0	0	0	0	0	10	186	0	0	0	52	6	274	1,056	0	0	0	0
8:00 AM	0	21	0	9	0	0	0	0	1	2	138	0	0	0	80	20	271	1,013	0	0	0	0
8:15 AM	0	22	0	5	0	0	0	0	0	4	134	0	0	0	70	12	247		0	0	0	0
8:30 AM	0	17	0	12	0	0	0	0	0	4	150	0	1	0	67	13	264		0	0	0	0
8:45 AM	0	22	0	4	0	0	0	0	0	3	133	0	0	0	59	10	231		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	4	0	0	0	0	0	0	0	0	2	0	0	0	0	0	6
Lights	0	85	0	19	0	0	0	0	1	20	606	0	0	0	234	50	1,015
Mediums	0	1	0	3	0	0	0	0	0	0	19	0	0	0	12	4	39
Total	0	90	0	22	0	0	0	0	1	20	627	0	0	0	246	54	1,060

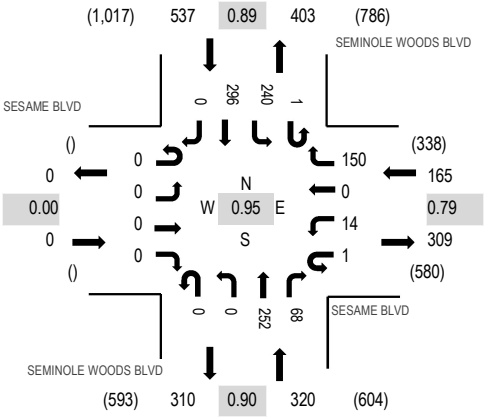
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		7.1%				0.0%				3.2%				5.3%			4.2%
Heavy Vehicle %	0.0%	5.6%	0.0%	13.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	0.0%	4.9%	7.4%	4.2%
Peak Hour Factor		0.80				0.00				0.83				0.83			0.97
Peak Hour Factor	0.00	0.73	0.00	0.63	0.00	0.00	0.00	0.00	0.25	0.50	0.85	0.00	0.25	0.00	0.86	0.69	0.97

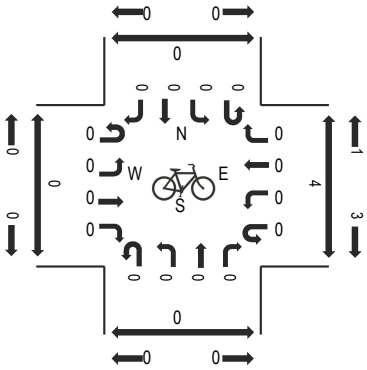
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 SEMINOLE WOODS BLVD & SESAME BLVD PM
Date: Thursday, February 26, 2026
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:45 PM - 05:00 PM

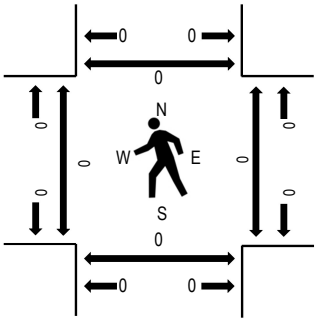
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SESAME BLVD Eastbound				SESAME BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	2	0	37	0	0	56	7	0	57	66	0	225	995	0	0	0	0
4:15 PM	0	0	0	0	0	4	0	38	0	0	66	12	0	48	74	0	242	1,022	0	0	0	0
4:30 PM	0	0	0	0	0	3	0	31	0	0	65	25	1	62	71	0	258	1,019	0	0	0	0
4:45 PM	0	0	0	0	0	3	0	45	0	0	58	13	0	76	75	0	270	1,010	0	0	0	0
5:00 PM	0	0	0	0	1	4	0	36	0	0	63	18	0	54	76	0	252	964	0	0	0	0
5:15 PM	0	0	0	0	0	1	0	32	0	0	62	19	0	53	72	0	239		0	0	0	0
5:30 PM	0	0	0	0	0	14	0	43	0	0	57	13	0	65	57	0	249		0	0	0	0
5:45 PM	0	0	0	0	0	6	0	38	0	0	58	12	0	45	65	0	224		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	0	0	0	1	14	0	148	0	0	249	67	1	238	295	0	1,013
Mediums	0	0	0	0	0	0	0	2	0	0	3	1	0	2	1	0	9
Total	0	0	0	0	1	14	0	150	0	0	252	68	1	240	296	0	1,022

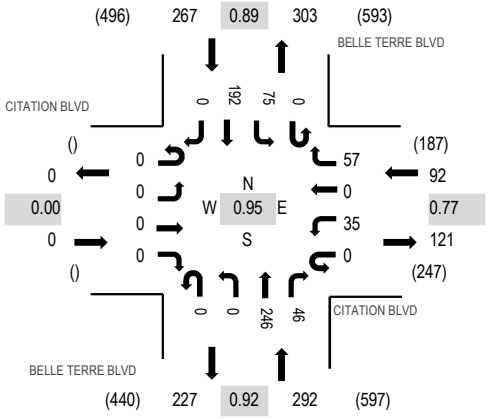
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				1.2%				1.3%				0.6%			0.9%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.3%	0.0%	0.0%	1.2%	1.5%	0.0%	0.8%	0.3%	0.0%	0.9%
Peak Hour Factor		0.00				0.79				0.90				0.89			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.25	0.45	0.00	0.87	0.00	0.00	0.95	0.75	0.25	0.82	0.97	0.00	0.95

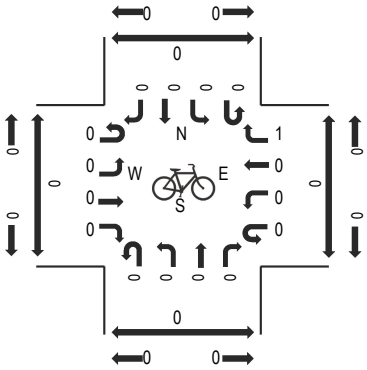
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 BELLE TERRE BLVD & CITATION BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

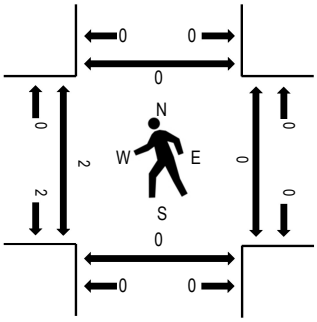
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	18	0	13	0	0	61	16	0	19	38	0	165	638	0	0	0	0
4:15 PM	0	0	0	0	0	7	0	15	0	0	62	19	0	14	41	0	158	645	0	0	0	0
4:30 PM	0	0	0	0	0	7	0	12	0	0	57	15	0	14	53	0	158	642	2	0	0	0
4:45 PM	0	0	0	0	0	7	0	14	0	0	64	5	0	24	43	0	157	651	0	0	0	0
5:00 PM	0	0	0	0	0	9	0	22	0	0	55	11	0	23	52	0	172	642	0	0	0	0
5:15 PM	0	0	0	0	0	11	0	13	0	0	63	11	0	11	46	0	155		0	0	0	0
5:30 PM	0	0	0	0	0	8	0	8	0	0	64	19	0	17	51	0	167		2	0	0	0
5:45 PM	0	0	0	0	0	12	0	11	0	0	59	16	0	13	37	0	148		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Lights	0	0	0	0	0	34	0	54	0	0	244	46	0	74	189	0	641
Mediums	0	0	0	0	0	1	0	2	0	0	2	0	0	1	3	0	9
Total	0	0	0	0	0	35	0	57	0	0	246	46	0	75	192	0	651

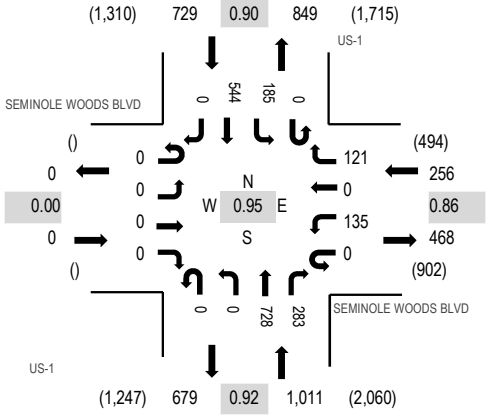
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				4.3%				0.7%				1.5%			1.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%	0.0%	5.3%	0.0%	0.0%	0.8%	0.0%	0.0%	1.3%	1.6%	0.0%	1.5%
Peak Hour Factor		0.00				0.77				0.92				0.89			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.83	0.00	0.72	0.00	0.00	0.96	0.75	0.00	0.78	0.92	0.00	0.95

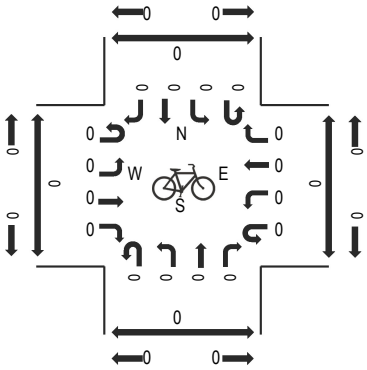
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US-1 & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

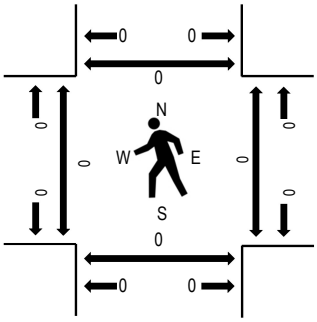
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	34	0	24	0	0	192	63	0	36	118	0	467	1,969	0	0	0	0
4:15 PM	0	0	0	0	0	49	0	27	0	0	192	73	0	46	139	0	526	1,995	0	0	0	0
4:30 PM	0	0	0	0	0	33	0	34	0	0	191	80	0	52	138	0	528	1,996	0	0	0	0
4:45 PM	0	0	0	0	0	31	0	28	0	0	179	59	0	36	115	0	448	1,922	0	0	0	0
5:00 PM	0	0	0	0	0	23	0	31	0	0	165	72	0	48	154	0	493	1,895	0	0	0	0
5:15 PM	0	0	0	0	0	48	0	28	0	0	193	72	0	49	137	0	527		0	0	0	0
5:30 PM	0	0	0	0	0	20	0	24	0	0	195	84	0	34	97	0	454		0	0	0	0
5:45 PM	0	0	0	0	0	29	0	31	0	0	181	69	0	29	82	0	421		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	6	0	0	1	8	0	16
Lights	0	0	0	0	0	135	0	112	0	0	707	283	0	182	517	0	1,936
Mediums	0	0	0	0	0	0	0	8	0	0	15	0	0	2	19	0	44
Total	0	0	0	0	0	135	0	121	0	0	728	283	0	185	544	0	1,996

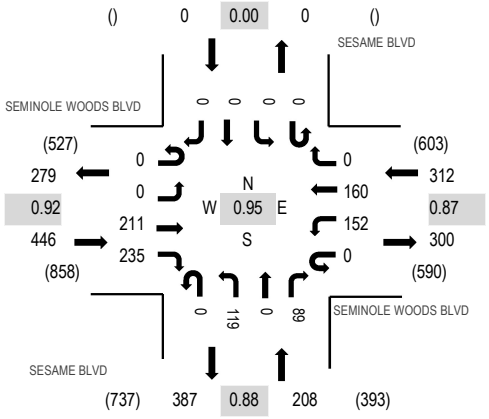
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				3.5%				2.1%				4.1%			3.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7.4%	0.0%	0.0%	2.9%	0.0%	0.0%	1.6%	5.0%	0.0%	3.0%
Peak Hour Factor		0.00				0.86				0.92				0.90			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.75	0.00	0.89	0.00	0.00	0.98	0.88	0.00	0.89	0.89	0.00	0.95

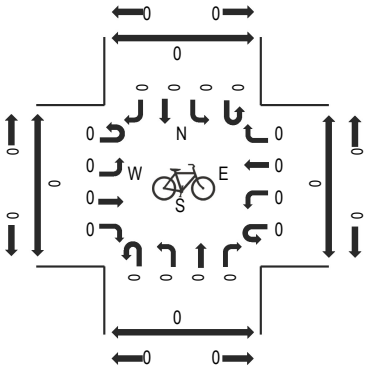
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 SESAME BLVD & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

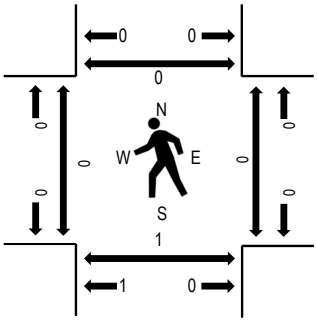
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SESAME BLVD Northbound				SESAME BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	47	47	0	27	45	0	0	28	0	20	0	0	0	0	214	922	0	0	0	0
4:15 PM	0	0	62	46	0	34	43	0	0	22	0	24	0	0	0	0	231	961	0	0	0	0
4:30 PM	0	0	54	67	0	26	41	0	0	32	0	27	0	0	0	0	247	966	0	0	0	0
4:45 PM	0	0	45	44	0	55	37	0	0	25	0	24	0	0	0	0	230	949	0	0	1	0
5:00 PM	0	0	52	67	0	47	38	0	0	28	0	21	0	0	0	0	253	932	0	0	0	0
5:15 PM	0	0	60	57	0	24	44	0	0	34	0	17	0	0	0	0	236		0	0	0	0
5:30 PM	0	0	47	69	0	39	26	0	0	28	0	21	0	0	0	0	230		0	0	0	0
5:45 PM	0	0	48	46	0	42	35	0	0	21	0	21	0	0	0	0	213		0	0	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
Lights	0	0	209	232	0	150	155	0	0	117	0	87	0	0	0	0	950
Mediums	0	0	2	2	0	2	5	0	0	1	0	2	0	0	0	0	14
Total	0	0	211	235	0	152	160	0	0	119	0	89	0	0	0	0	966

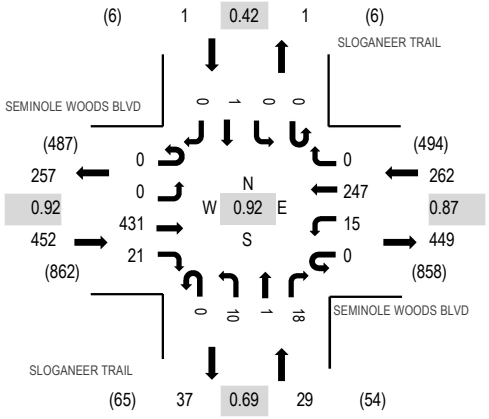
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.1%				2.2%				1.9%				0.0%			1.7%
Heavy Vehicle %	0.0%	0.0%	0.9%	1.3%	0.0%	1.3%	3.1%	0.0%	0.0%	1.7%	0.0%	2.2%	0.0%	0.0%	0.0%	0.0%	1.7%
Peak Hour Factor		0.92				0.87				0.88				0.00			0.95
Peak Hour Factor	0.00	0.00	0.86	0.87	0.00	0.75	0.92	0.00	0.00	0.88	0.00	0.89	0.00	0.00	0.00	0.00	0.95

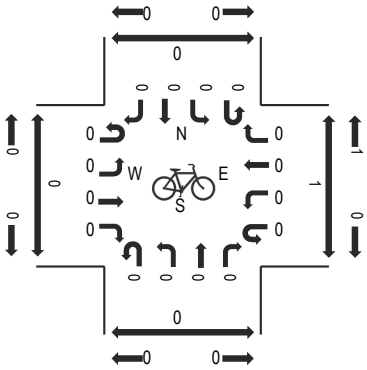
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 SLOGANEER TRAIL & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

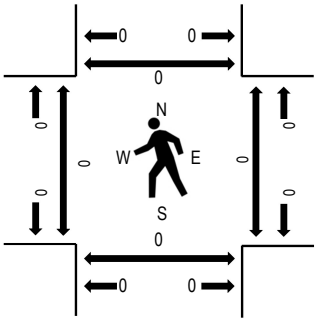
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLOGANEER TRAIL Northbound				SLOGANEER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	90	4	0	1	55	1	0	0	0	2	0	0	1	0	154	698	0	0	2	0
4:15 PM	0	1	104	4	0	6	59	1	0	10	0	2	0	0	1	2	190	731	0	0	0	0
4:30 PM	0	0	116	4	0	1	71	0	0	3	1	2	0	0	0	0	198	744	0	0	0	0
4:45 PM	0	0	81	8	0	7	47	0	0	4	0	8	0	0	1	0	156	713	0	0	0	0
5:00 PM	0	0	119	4	0	4	57	0	0	1	0	2	0	0	0	0	187	718	0	0	0	0
5:15 PM	0	0	115	5	0	3	72	0	0	2	0	6	0	0	0	0	203		0	0	0	0
5:30 PM	0	0	110	1	0	7	44	0	0	0	0	4	0	0	1	0	167		0	0	1	0
5:45 PM	0	1	94	1	0	1	56	1	0	4	0	3	0	0	0	0	161		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Lights	0	0	431	20	0	15	238	0	0	9	1	17	0	0	1	0	732
Mediums	0	0	0	1	0	0	8	0	0	1	0	1	0	0	0	0	11
Total	0	0	431	21	0	15	247	0	0	10	1	18	0	0	1	0	744

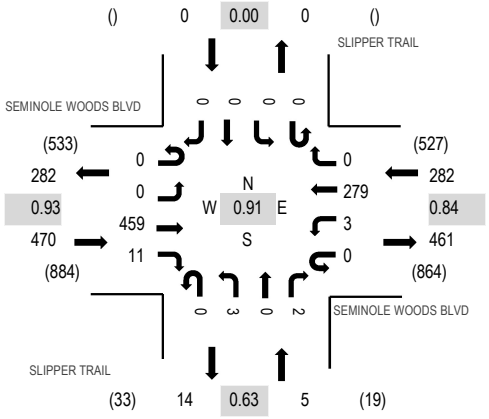
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.2%				3.4%				6.9%				0.0%			1.6%
Heavy Vehicle %	0.0%	0.0%	0.0%	4.8%	0.0%	0.0%	3.6%	0.0%	0.0%	10.0%	0.0%	5.6%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor		0.92				0.87				0.69				0.42			0.92
Peak Hour Factor	0.00	0.25	0.92	0.66	0.00	0.75	0.86	0.50	0.00	0.45	0.25	0.63	0.00	0.00	0.75	0.25	0.92

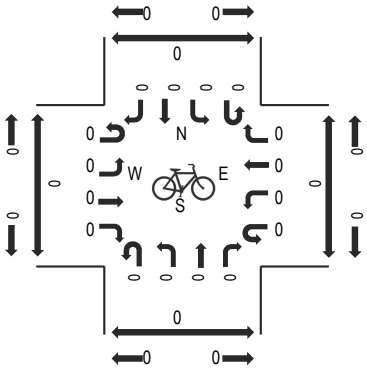
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 SLIPPER TRAIL & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

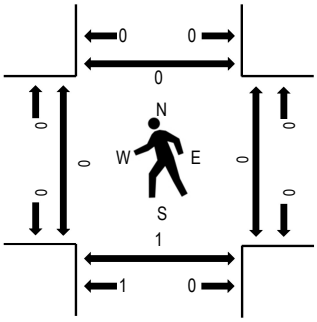
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLIPPER TRAIL Northbound				SLIPPER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	92	5	0	0	67	0	0	2	0	1	0	0	0	0	167	707	0	0	2	0
4:15 PM	0	0	102	6	0	2	65	0	0	2	0	2	0	0	0	0	179	727	0	0	0	0
4:30 PM	0	0	127	0	0	0	70	0	0	1	0	0	0	0	0	0	198	757	0	0	0	0
4:45 PM	0	0	93	4	0	1	63	0	0	0	0	2	0	0	0	0	163	728	0	0	1	0
5:00 PM	0	0	121	2	0	1	63	0	0	0	0	0	0	0	0	0	187	723	0	0	0	0
5:15 PM	0	0	118	5	0	1	83	0	0	2	0	0	0	0	0	0	209		0	0	0	0
5:30 PM	0	0	110	3	0	0	52	0	0	3	0	1	0	0	0	0	169		0	0	0	0
5:45 PM	0	0	94	2	0	1	58	0	0	2	0	1	0	0	0	0	158		0	0	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2
Lights	0	0	455	11	0	3	272	0	0	3	0	2	0	0	0	0	746
Mediums	0	0	3	0	0	0	6	0	0	0	0	0	0	0	0	0	9
Total	0	0	459	11	0	3	279	0	0	3	0	2	0	0	0	0	757

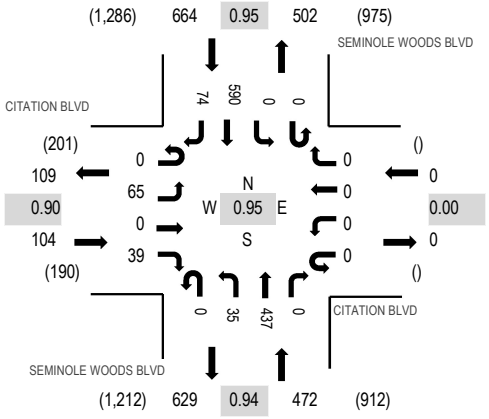
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.9%				2.5%				0.0%				0.0%		1.5%
Heavy Vehicle %	0.0%	0.0%	0.9%	0.0%	0.0%	0.0%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.5%
Peak Hour Factor			0.93				0.84				0.63				0.00		0.91
Peak Hour Factor	0.00	0.00	0.90	0.63	0.00	0.50	0.84	0.00	0.00	0.58	0.00	0.63	0.00	0.00	0.00	0.00	0.91

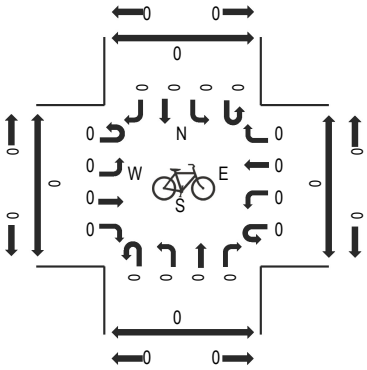
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 7 SEMINOLE WOODS BLVD & CITATION BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

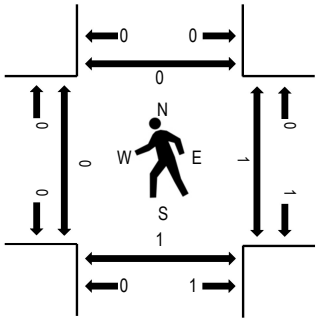
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	11	0	12	0	0	0	0	0	6	84	0	0	0	133	13	259	1,173	0	0	0	0
4:15 PM	0	15	0	13	0	0	0	0	0	16	110	0	0	0	137	10	301	1,240	0	1	0	0
4:30 PM	0	15	0	8	0	0	0	0	0	5	115	0	0	0	148	17	308	1,233	0	0	1	0
4:45 PM	0	15	0	9	0	0	0	0	0	9	99	0	0	0	151	22	305	1,209	0	0	0	0
5:00 PM	0	20	0	9	0	0	0	0	0	5	113	0	0	0	154	25	326	1,215	0	0	0	0
5:15 PM	0	7	0	9	0	0	0	0	0	2	111	0	0	0	141	24	294		0	0	0	0
5:30 PM	0	19	0	5	0	0	0	0	0	5	110	0	0	0	132	13	284		0	0	0	0
5:45 PM	0	16	0	7	0	0	0	0	0	7	115	0	0	0	144	22	311		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	2
Lights	0	64	0	37	0	0	0	0	0	34	426	0	0	0	584	72	1,217
Mediums	0	1	0	2	0	0	0	0	0	1	10	0	0	0	6	1	21
Total	0	65	0	39	0	0	0	0	0	35	437	0	0	0	590	74	1,240

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.9%				0.0%				2.5%				1.2%			1.9%
Heavy Vehicle %	0.0%	1.5%	0.0%	5.1%	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%	2.5%	0.0%	0.0%	0.0%	1.0%	2.7%	1.9%
Peak Hour Factor		0.90				0.00				0.94				0.95			0.95
Peak Hour Factor	0.00	0.81	0.00	0.81	0.00	0.00	0.00	0.00	0.00	0.56	0.98	0.00	0.00	0.00	0.96	0.88	0.95

Appendix E
FDOT Seasonal Factor Report

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7300 FLAGLER COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.09
2	01/07/2024 - 01/13/2024	1.05	1.11
3	01/14/2024 - 01/20/2024	1.07	1.13
4	01/21/2024 - 01/27/2024	1.04	1.09
5	01/28/2024 - 02/03/2024	1.02	1.07
6	02/04/2024 - 02/10/2024	1.00	1.05
7	02/11/2024 - 02/17/2024	0.98	1.03
* 8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.95	1.00
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.98
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.94	0.99
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.02
*19	05/05/2024 - 05/11/2024	0.97	1.02
*20	05/12/2024 - 05/18/2024	0.98	1.03
21	05/19/2024 - 05/25/2024	0.99	1.04
22	05/26/2024 - 06/01/2024	0.99	1.04
23	06/02/2024 - 06/08/2024	1.00	1.05
24	06/09/2024 - 06/15/2024	1.01	1.06
25	06/16/2024 - 06/22/2024	1.01	1.06
26	06/23/2024 - 06/29/2024	1.01	1.06
27	06/30/2024 - 07/06/2024	1.01	1.06
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.02	1.07
31	07/28/2024 - 08/03/2024	1.02	1.07
32	08/04/2024 - 08/10/2024	1.02	1.07
33	08/11/2024 - 08/17/2024	1.02	1.07
34	08/18/2024 - 08/24/2024	1.02	1.07
35	08/25/2024 - 08/31/2024	1.03	1.08
36	09/01/2024 - 09/07/2024	1.03	1.08
37	09/08/2024 - 09/14/2024	1.04	1.09
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.03	1.08
40	09/29/2024 - 10/05/2024	1.02	1.07
41	10/06/2024 - 10/12/2024	1.00	1.05
42	10/13/2024 - 10/19/2024	0.99	1.04
43	10/20/2024 - 10/26/2024	0.99	1.04
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.01	1.06
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.03	1.08
50	12/08/2024 - 12/14/2024	1.03	1.08
51	12/15/2024 - 12/21/2024	1.04	1.09
52	12/22/2024 - 12/28/2024	1.05	1.11
53	12/29/2024 - 12/31/2024	1.07	1.13

* PEAK SEASON

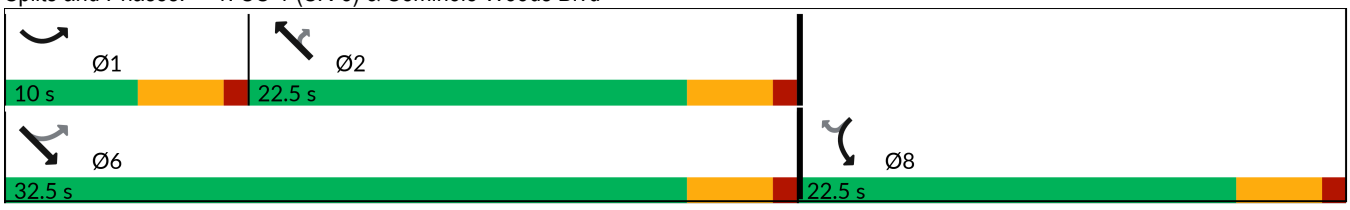
Appendix F
Synchro Printouts - Existing Traffic Conditions

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	112	718	403	79	260	155
Future Volume (vph)	112	718	403	79	260	155
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.409				0.950	
Satd. Flow (perm)	762	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				86		168
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	122	780	438	86	283	168
Shared Lane Traffic (%)						
Lane Group Flow (vph)	122	780	438	86	283	168
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	10.0	32.5	22.5	22.5	22.5	22.5
Total Split (%)	18.2%	59.1%	40.9%	40.9%	40.9%	40.9%
Maximum Green (s)	5.5	28.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	29.0	29.0	21.0	21.0	13.0	13.0
Actuated g/C Ratio	0.57	0.57	0.41	0.41	0.25	0.25
v/c Ratio	0.23	0.39	0.30	0.12	0.63	0.32
Control Delay (s/veh)	7.3	7.5	12.6	4.3	23.1	4.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.3	7.5	12.6	4.3	23.1	4.7
LOS	A	A	B	A	C	A
Approach Delay (s/veh)		7.4	11.3		16.3	
Approach LOS		A	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 51			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.63			
Intersection Signal Delay (s/veh): 10.6		Intersection LOS: B	
Intersection Capacity Utilization 43.0%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd

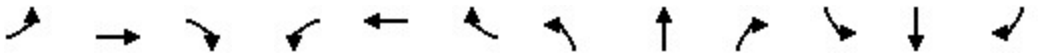




Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	112	718	403	79	260	155
Future Volume (veh/h)	112	718	403	79	260	155
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	122	780	438	86	283	168
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	621	2117	1476	658	379	337
Arrive On Green	0.08	0.60	0.42	0.42	0.21	0.21
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	122	780	438	86	283	168
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	1.6	5.3	3.9	1.6	7.0	4.4
Cycle Q Clear(g_c), s	1.6	5.3	3.9	1.6	7.0	4.4
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	621	2117	1476	658	379	337
V/C Ratio(X)	0.20	0.37	0.30	0.13	0.75	0.50
Avail Cap(c_a), veh/h	678	2117	1476	658	682	607
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	5.7	4.9	9.2	8.5	17.3	16.3
Incr Delay (d2), s/veh	0.2	0.5	0.5	0.4	3.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	1.3	1.3	0.5	2.8	1.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	5.8	5.4	9.7	8.9	20.3	17.4
LnGrp LOS	A	A	A	A	C	B
Approach Vol, veh/h		902	524		451	
Approach Delay, s/veh		5.5	9.5		19.2	
Approach LOS		A	A		B	

Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	8.5	24.0			32.5	14.5
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.5	18.0			28.0	18.0
Max Q Clear Time (g_c+I1), s	3.6	5.9			7.3	9.0
Green Ext Time (p_c), s	0.0	2.5			5.5	1.0

Intersection Summary	
HCM 7th Control Delay, s/veh	9.9
HCM 7th LOS	A



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	192	8	4	393	0	24	0	14	0	0	1
Future Volume (vph)	0	192	8	4	393	0	24	0	14	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994						0.951				0.850
Flt Protected								0.969				
Satd. Flow (prot)	1863	1852	0	0	1863	1863	0	1717	0	0	1863	1583
Flt Permitted								0.969				
Satd. Flow (perm)	1863	1852	0	0	1863	1863	0	1717	0	0	1863	1583
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	209	9	4	427	0	26	0	15	0	0	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	218	0	0	431	0	0	41	0	0	0	1
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 37.6%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	220	6	4	355	15	8
Future Volume (vph)	220	6	4	355	15	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.996				0.951	
Flt Protected				0.999	0.969	
Satd. Flow (prot)	1855	0	0	1861	1717	0
Flt Permitted				0.999	0.969	
Satd. Flow (perm)	1855	0	0	1861	1717	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	239	7	4	386	16	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	246	0	0	390	25	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 31.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	177	68	51	133	216	138
Future Volume (vph)	177	68	51	133	216	138
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.962				0.947	
Flt Protected				0.986	0.970	
Satd. Flow (prot)	1792	0	0	1837	1711	0
Flt Permitted				0.986	0.970	
Satd. Flow (perm)	1792	0	0	1837	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	192	74	55	145	235	150
Shared Lane Traffic (%)						
Lane Group Flow (vph)	266	0	0	200	385	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 53.7%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	65	219	299	12	83	148
Future Volume (vph)	65	219	299	12	83	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	71	238	325	13	90	161
Shared Lane Traffic (%)						
Lane Group Flow (vph)	71	238	325	13	90	161
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	36.0%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	88	22	21	614	241	53
Future Volume (vph)	88	22	21	614	241	53
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	96	24	23	667	262	58
Shared Lane Traffic (%)						
Lane Group Flow (vph)	96	24	23	667	262	58
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

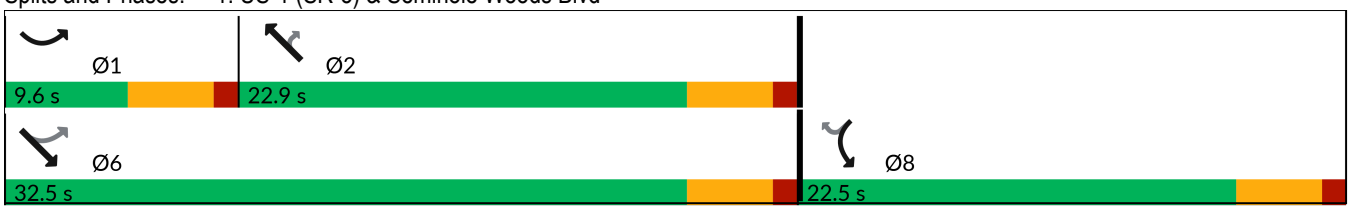
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 28.5%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	181	533	713	277	132	119
Future Volume (vph)	181	533	713	277	132	119
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.251				0.950	
Satd. Flow (perm)	468	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				301		129
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	197	579	775	301	143	129
Shared Lane Traffic (%)						
Lane Group Flow (vph)	197	579	775	301	143	129
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	9.6	32.5	22.9	22.9	22.5	22.5
Total Split (%)	17.5%	59.1%	41.6%	41.6%	40.9%	40.9%
Maximum Green (s)	5.1	28.0	18.4	18.4	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	31.0	31.9	21.4	21.4	9.0	9.0
Actuated g/C Ratio	0.66	0.68	0.46	0.46	0.19	0.19
v/c Ratio	0.44	0.24	0.48	0.34	0.42	0.32
Control Delay (s/veh)	7.6	4.6	11.7	3.0	20.1	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.6	4.6	11.7	3.0	20.1	6.2
LOS	A	A	B	A	C	A
Approach Delay (s/veh)		5.4	9.3		13.5	
Approach LOS		A	A		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 47			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.48			
Intersection Signal Delay (s/veh): 8.4		Intersection LOS: A	
Intersection Capacity Utilization 48.3%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd

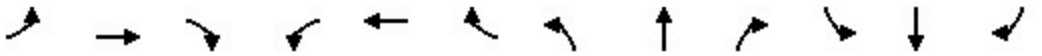




Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	181	533	713	277	132	119
Future Volume (veh/h)	181	533	713	277	132	119
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	197	579	775	301	143	129
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	558	2330	1580	705	238	212
Arrive On Green	0.11	0.66	0.44	0.44	0.13	0.13
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	197	579	775	301	143	129
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	2.1	2.9	6.6	5.6	3.2	3.3
Cycle Q Clear(g_c), s	2.1	2.9	6.6	5.6	3.2	3.3
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	558	2330	1580	705	238	212
V/C Ratio(X)	0.35	0.25	0.49	0.43	0.60	0.61
Avail Cap(c_a), veh/h	583	2330	1580	705	751	668
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	5.1	3.0	8.4	8.1	17.4	17.4
Incr Delay (d2), s/veh	0.4	0.3	1.1	1.9	2.4	2.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.5	2.1	1.7	1.3	1.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	5.5	3.3	9.5	10.0	19.9	20.3
LnGrp LOS	A	A	A	B	B	C
Approach Vol, veh/h		776	1076		272	
Approach Delay, s/veh		3.8	9.7		20.1	
Approach LOS		A	A		C	

Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	9.0	23.5			32.5	10.2
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.1	18.4			28.0	18.0
Max Q Clear Time (g_c+I1), s	4.1	8.6			4.9	5.3
Green Ext Time (p_c), s	0.1	4.5			4.1	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	8.9
HCM 7th LOS	A



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	422	21	15	242	0	10	1	18	0	1	0
Future Volume (vph)	0	422	21	15	242	0	10	1	18	0	1	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.993						0.916				
Flt Protected					0.997			0.983				
Satd. Flow (prot)	1863	1850	0	0	1857	1863	0	1677	0	0	1863	1863
Flt Permitted					0.997			0.983				
Satd. Flow (perm)	1863	1850	0	0	1857	1863	0	1677	0	0	1863	1863
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	459	23	16	263	0	11	1	20	0	1	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	482	0	0	279	0	0	32	0	0	1	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	40.1%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	450	11	3	273	3	2
Future Volume (vph)	450	11	3	273	3	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.946	
Flt Protected					0.971	
Satd. Flow (prot)	1857	0	0	1863	1711	0
Flt Permitted					0.971	
Satd. Flow (perm)	1857	0	0	1863	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	489	12	3	297	3	2
Shared Lane Traffic (%)						
Lane Group Flow (vph)	501	0	0	300	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 34.4%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	207	230	149	157	117	87
Future Volume (vph)	207	230	149	157	117	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.929				0.942	
Flt Protected				0.976	0.972	
Satd. Flow (prot)	1730	0	0	1818	1706	0
Flt Permitted				0.976	0.972	
Satd. Flow (perm)	1730	0	0	1818	1706	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	225	250	162	171	127	95
Shared Lane Traffic (%)						
Lane Group Flow (vph)	475	0	0	333	222	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.3%		ICU Level of Service B	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	14	143	239	65	229	281
Future Volume (vph)	14	143	239	65	229	281
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	15	155	260	71	249	305
Shared Lane Traffic (%)						
Lane Group Flow (vph)	15	155	260	71	249	305
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 38.6%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	64	38	34	428	578	73
Future Volume (vph)	64	38	34	428	578	73
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	70	41	37	465	628	79
Shared Lane Traffic (%)						
Lane Group Flow (vph)	70	41	37	465	628	79
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 32.9%		ICU Level of Service A	
Analysis Period (min) 15			

Appendix G
Grand Landings Phase 5 and 6 Traffic Study Report
Text

Grand Landings Phase 5 & 6
Palm Coast, Florida

Traffic Impact Analysis

Prepared for: Douglas Property and Development, Inc.

By: LTG, Inc.
May 2022

LTG Engineering & Planning

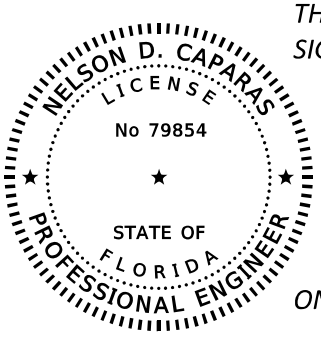
PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, EB 0009227, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Grand Landings Phase 5 & 6 – Traffic Impact Analysis
LOCATION: Palm Coast, Florida
CLIENT: Douglas Property and Development, Inc.
JOB #: 5516.02

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Certificate of Authorization 9227
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Nelson Caparas

Digitally signed by Nelson Caparas
DN: CN=Nelson Caparas, dnQualifier=A01410D0000017ED5136600000B615F, O=LASSITER TRANSPORTATION GROUP INC, C=US
Date: 2022.05.09 17:00:17-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
CERTIFICATE OF AUTHORIZATION 9227
NELSON D. CAPARAS, P.E. NO. 79854

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1

INTRODUCTION

LTG, Inc. (LTG) was retained by Douglas Property and Development, Inc. to prepare a Traffic Impact Analysis (TIA) for the proposed Grand Landings Phase 5 and Phase 6 development. The development is located on Citation Boulevard in the City of Palm Coast, Florida. Figure 1 shows the location of the project relative to the surrounding road network.

Build-out of the proposed development is anticipated by year 2027. Access for the proposed development will be provided from Citation Boulevard and Grand Landings Parkway. A preliminary site plan is attached as Appendix A.

Study Area

The following roadway segments and intersections are included in the analysis as determined during the transportation methodology. A copy of the approved methodology letter is attached as Appendix B.

Roadway Segments:

- Belle Terre Boulevard from Zebulas Trail to US 1
- Citation Boulevard from Belle Terre Boulevard to Laguna Forest Lane
- Seminole Woods Boulevard from SR 100 to US 1
- Sesame Boulevard South from Seminole Woods Boulevard to Sesame Boulevard North
- Sesame Boulevard North from Seminole Woods Boulevard to Sesame Boulevard South
- US 1 from Kankakee Trail to 0.40 miles south of Seminole Woods Boulevard

Intersections:

- Citation Boulevard at Belle Terre Boulevard
- Seminole Woods Boulevard at Grand Landings Parkway
- Seminole Woods Boulevard at Sesame Boulevard North
- Seminole Woods Boulevard at Sesame Boulevard South
- SR 100 at Belle Terre Boulevard
- SR 100 at Seminole Woods Boulevard
- US 1 at Seminole Woods Boulevard
- US 1 at Belle Terre Boulevard
- Citation Boulevard at Project Driveway (future conditions)

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of this project. Reference data was obtained from the Florida Department of Transportation (FDOT), Flagler County Planning and Zoning Department, the Institute of Transportation Engineers (ITE), the River to Sea Transportation Planning Organization (R2CTPO), the City of Palm Coast, and the National Cooperative Highway Research Program (NCHRP).

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest was obtained from FDOT, Flagler County, the City of Palm Coast, and previously approved projects. The Citation Boulevard Extension, which will connect Seminole Woods Boulevard to Belle Terre Boulevard, is anticipated to be completed by project build-out.



Grand Landings Phases 5 & 6	N NTS	**Site Location Map**	LTG Engineering & Planning
		Project No.: 5516.02 / Figure: 1	1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

2

EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the a.m. and p.m. peak-hours on February 2, 2022 and February 15, 2022 at the study area intersections. The raw count data is attached as Appendix C. The FDOT's Seasonal Factor (SF) for the week the TMCs were collected equates to 0.92. the FDOT SF was less than 1.0, a minimum SF of 1.0 was applied to the counts.

Unsignalized Intersection Analysis

The existing operating conditions at the unsignalized intersections were analyzed using *Highway Capacity Software 2010, Version 2022* (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections". Table 1 shows the existing AM and PM peak-hour level of service (LOS) at the study area intersections. The HCS summary sheets are attached as Appendix D. As indicated, the unsignalized intersections are currently operating within acceptable LOS.

Table 1
Existing AM and PM Peak-Hour LOS - Unsignalized Intersection
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	12.5	B	WB	12.6	B
Seminole Woods Boulevard at Grand Landings Parkway	E	EB	12.7	B	EB	13.5	B
Seminole Woods Boulevard at Sesame Boulevard North	E	WB	13.1	B	WB	14.3	B
Seminole Woods Boulevard at Sesame Boulevard South	E	NB	13.3	B	NB	16.4	C

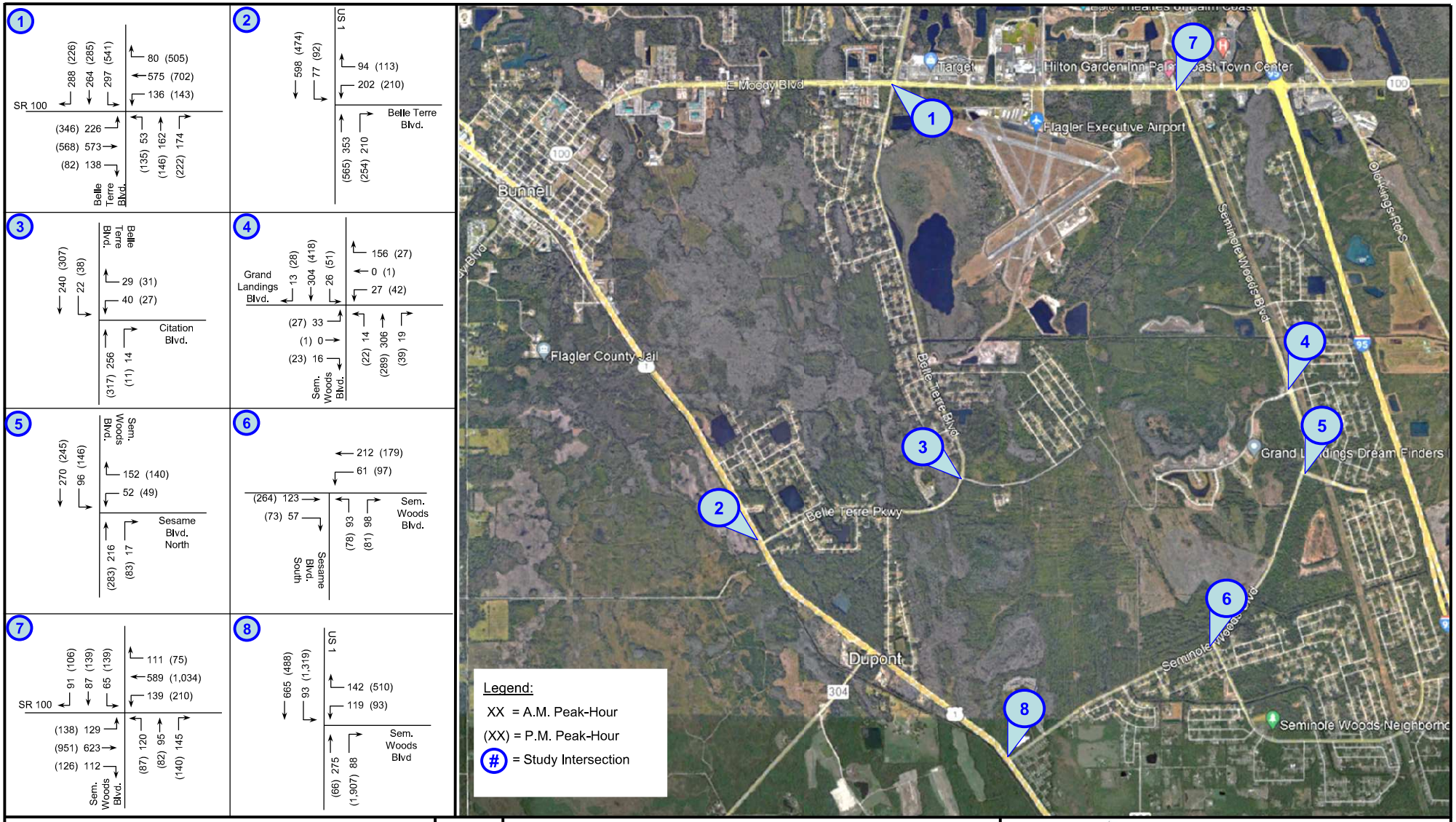
Signalized Intersection Analysis

The existing operating conditions at the signalized intersections were analyzed using HCS, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". Table 2 shows the existing LOS and volume to capacity ratios (v/c) at the study area intersections. The signal timings are provided in Appendix E and the HCS summary sheets are provided in Appendix F.

Table 2
Existing AM and PM Peak-Hour LOS - Signalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	50.3	D	No	53.0	D	No
US 1 at Belle Terre Boulevard	D	12.4	B	No	13.8	B	No
SR 100 at Seminole Woods Boulevard	D	37.0	C	No	41.5	D	No
US 1 at Seminole Woods Boulevard	D	11.6	B	No	13.6	B	No

As indicated in the table, the signalized study area intersections are currently operating within the adopted LOS.



Grand Landings Phase 5 &6

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2022 Existing A.M. & P.M. Turning Movement Counts

Project Number: 5516.02

Figure 2

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Roadway Segment Analysis

Roadway level of service describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measurement of several factors, which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety and vehicle operating costs. Six service levels have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The 2018 Average Annual Daily Traffic (AADT) for the study roadway segments was obtained from FDOT Traffic Online. The existing levels of service for the study area road segments are shown in Table 3.

Table 3
Existing PM Peak-Hour LOS – Roadway Segments
Grand Landings Phase 5 & 6

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity*	2019 AADT	K-Factor	Existing Peak-Hour Two-Way Volume	V/C Ratio	Existing Volume Exceed Adopted LOS?
	From:	To:								
Belle Terre Boulevard	SR 100	Zebulas Trail	2	D	1,120	7,200	0.090	648	0.58	No
	Zebulas Trail	Zuan Trail	2	D	1,120	6,900	0.090	621	0.55	No
	Zuan Trail	Citation Boulevard	2	D	1,120	6,200	0.090	558	0.50	No
	Citation Boulevard	US 1	2	D	1,120	4,500	0.090	405	0.36	No
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	2	D	931	600	0.090	54	0.06	No
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	4	D	3,580	14,000	0.090	1,260	0.35	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	4	D	3,222	10,900	0.090	981	0.30	No
	Ulaturn Place	Citation Parkway	4	D	3,222	7,900	0.090	711	0.22	No
	Citation Parkway	Sesame Boulevard	2	D	1,120	6,000	0.090	540	0.48	No
	Sesame Boulevard	US 1	2	D	1,120	5,600	0.090	504	0.45	No
Sesame Boulevard	Seminole Woods Boulevard	Terminus	2	D	1,120	1,500	0.090	135	0.12	No
Citation Parkway	Seminole Woods Boulevard	Sesame Boulevard	4	D	3,222	2,900	0.090	261	0.08	No

**Capacities obtained from 2020 FDOT Quality/Level of Service Tables: Table 4: Generalized Peak-Hour Two-Way Volumes for Florida's Urbanized Areas.*
***Existing AADT provided by the City of Palm Coast AADT Data*

As indicated in Table 3, all study area roadway segments currently operate within an acceptable level of service during the PM peak-hour.

3

2027 FUTURE TRAFFIC CONDITIONS

Traffic in the area is expected to grow due to local development approvals and population growth. The following section documents the methods used to project future 2027 background traffic.

Background Traffic

Traffic growth rates from historic City of Palm Coast's 2019 Average Annual Daily Traffic (AADT) counts from the past five years were determined for each study area roadway segment using FDOT's *Traffic Trends* software. Table 3 presents the average annual growth rates and the growth rate applied to the factored existing traffic volumes to project background traffic the year 2024. As agreed in the methodology phase of the analysis, the minimum growth rate to be used is two percent (2%). The FDOT *Traffic Trends* analysis worksheets are attached as Appendix G.

Table 4
Annual Growth Rates
Grand Landings Phase 5 & 6

Roadway	Segment		Average Annual Growth Rate	Applied Growth Rate
Belle Terre Boulevard	SR 100	Zebulas Trail	1.44%	2.00%
	Zebulas Trail	Zuan Trail	4.58%	4.58%
	Zuan Trail	Citation Boulevard	4.55%	4.55%
	Citation Boulevard	US 1	5.40%	5.40%
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	4.17%	4.17%
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	1.25%	2.00%
Seminole Woods Boulevard	SR 100	Ulaturn Place	4.55%	4.55%
	Ulaturn Place	Sesame Boulevard North	1.52%	2.00%
	Sesame Boulevard North	Sesame Boulevard South	6.04%	6.04%
	Sesame Boulevard South	US 1	2.63%	2.63%
Sesame Boulevard South	Seminole Woods Boulevard	Sesame Boulevard North	8.33%	8.33%
Sesame Boulevard North	Seminole Woods Boulevard	Sesame Boulevard South	3.33%	3.33%

4

2027 BACKGROUND FUTURE ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. The results of the analysis are presented below. Figures 3A-3B depict the total 2027 background volumes.

2027 Background – Unsignalized Intersection Analysis

The unsignalized intersections were analyzed to determine the operating conditions under 2027 background conditions and the results are presented in Table 5. The HCS summary sheets are included in Appendix H. As indicated, under background conditions, the unsignalized intersections are anticipated to operate within an acceptable LOS.

Table 5
2027 Background AM and PM Peak-Hour LOS - Unsignalized Intersection
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	20.4	C	WB	26.0	D
Seminole Woods Boulevard at Grand Landings Parkway	E	WB	13.3	B	WB	14.4	B
Seminole Woods Boulevard at Sesame Boulevard North	E	WB	15.5	C	WB	17.9	C
Seminole Woods Boulevard at Sesame Boulevard South	E	NB	16.7	C	NB	23.5	C

2027 Background – Signalized Intersection Analysis

The signalized intersections were analyzed to determine the operating conditions under 2027 background conditions and the results are presented in Table 6. The HCS summary sheets are included in Appendix I.

Table 6
2027 Background AM and PM Peak-Hour LOS - Signalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	53.1	D	No	64.7	E	Yes
US 1 at Belle Terre Boulevard	D	14.6	B	No	19.1	B	No
SR 100 at Seminole Woods Boulevard	D	39.1	D	No	45.4	D	No
US 1 at Seminole Woods Boulevard	D	12.2	B	No	16.0	B	No

As indicated in the table above, the signalized study area intersection of SR 100 at Belle Terre Boulevard is anticipated to operate outside the adopted LOS and with v/c ratios greater than 1.0. The intersection was analyzed with the following improvements:

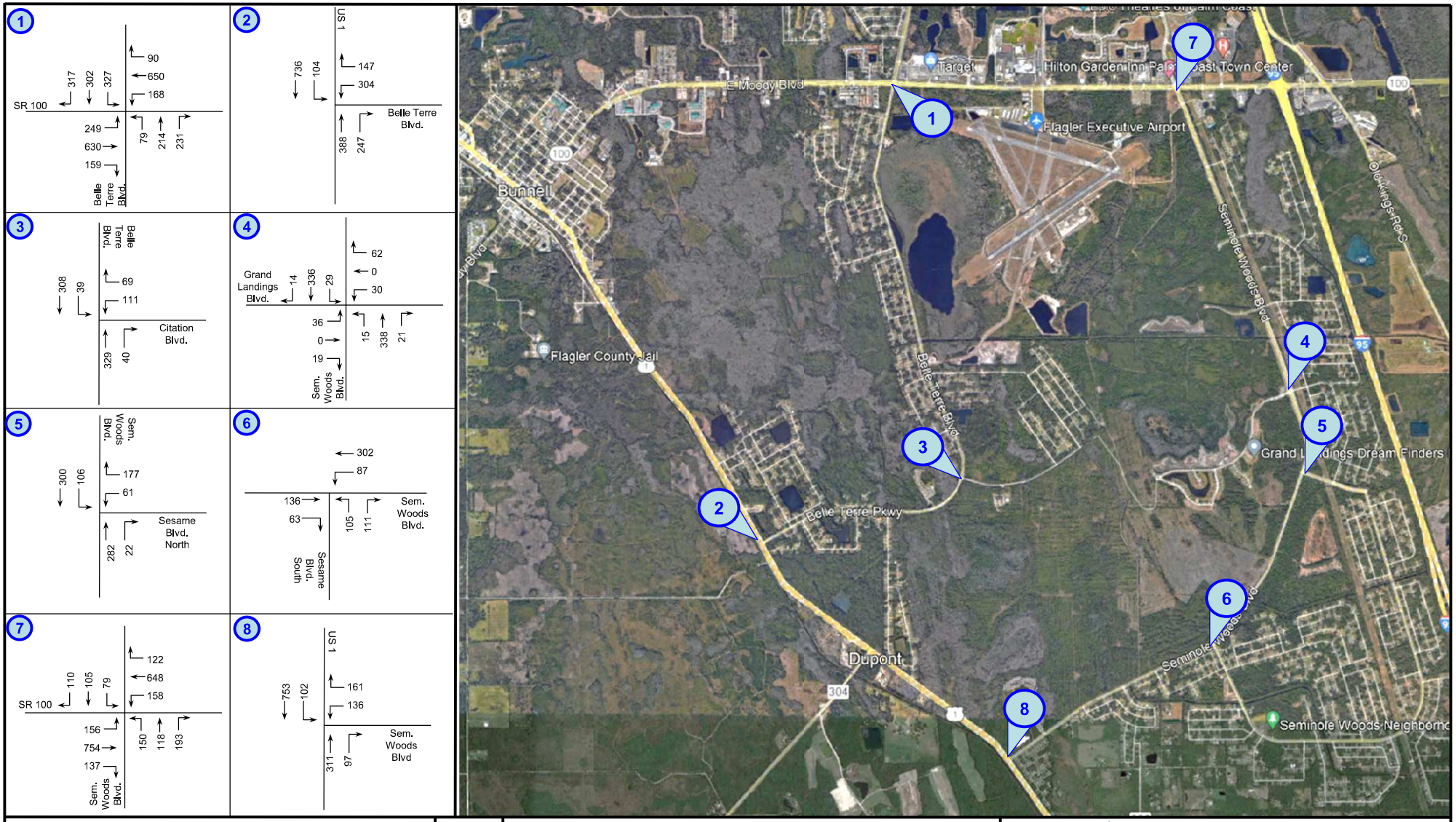
SR 100 Belle Terre Boulevard:

- Add westbound right-turn overlap phase
- Optimize signal timing splits

The analysis of the intersection with the improvements listed above are provided in Table 7. The HCS summary sheets are located in Appendix J.

Table 7
2027 Build-Out PM Peak-Hour LOS - Signalized Intersections Improved
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	53.2	D	No



Grand Landings
Phase 5 & 6

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2027 Background
A.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 3A

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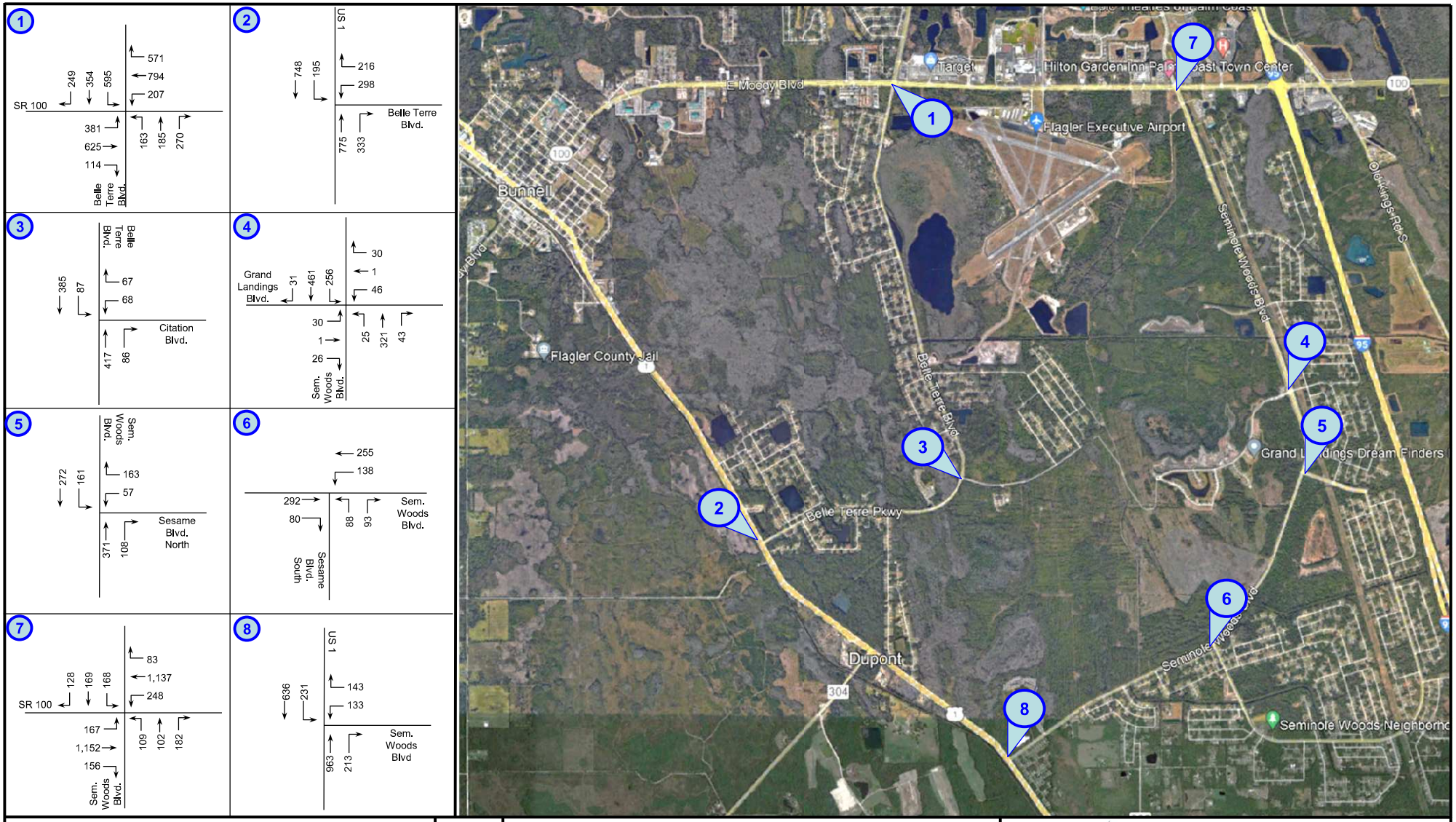

Grand Landings
Phase 5 & 6

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2027 Background
P.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 3B

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2027 Background – Roadway Segment Analysis

The study area roadway segments were analyzed under 2027 background conditions to determine the anticipated two-way peak-hour LOS. The results are provided in Table 8. The two-way capacity of the roadway and the projected future 2027 background traffic volumes are included in Table 8. The future background traffic includes a growth factor and the vested trips on each segment. The Grand Landings Phase 4 trips were included as vested trips and distributed in following with the model trip distribution illustrated on Figure 4. As indicated, the study area roadway segments are anticipated to operate within the adopted LOS under background conditions.

Table 8
2027 Background PM Peak-Hour LOS - Roadway Segments
Grand Landings Phase 5 & 6

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Applied Growth (%)	Vested Traffic	2027 Background Traffic	Background PM Volume Exceed Adopted LOS?
Belle Terre Boulevard	SR 100	Zebulas Trail	2	D	1,120	648	2.00%	172	924	No
	Zebulas Trail	Zuan Trail	2	D	1,120	621	4.58%	160	1,009	No
	Zuan Trail	Citation Boulevard	2	D	1,120	558	4.55%	160	921	No
	Citation Boulevard	US 1	2	D	1,120	405	5.40%	177	757	No
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	2	D	931	54	4.17%	0	72	No
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	4	D	3,580	1,260	2.00%	544	2,006	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	4	D	3,222	981	4.55%	300	1,638	No
	Ulaturn Place	Citation Parkway	4	D	3,222	711	2.00%	267	1,092	No
	Citation Parkway	Sesame Boulevard	2	D	1,120	540	6.04%	231	1,032	No
	Sesame Boulevard	US 1	2	D	1,120	504	2.63%	234	844	No
Sesame Boulevard	Seminole Woods Boulevard	Terminus	2	D	1,120	135	8.33%	2	227	No
Citation Parkway	Seminole Woods Boulevard	Sesame Boulevard	4	D	3,222	261	3.33%	1	331	No

5

2027 BUILD-OUT ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements.

Project Trip Generation

The daily, AM and PM peak-hour trip generation for the development was determined using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The daily, a.m. and p.m. peak-hour total project trip generation is provided in Table 9.

Table 9
Project Trip Generation
Grand Landings Phase 5 & 6

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)	Total Trips (T)	Percent Entering	Percent Exiting	Entering Trips	Exiting Trips
Daily	Single Family Residential	210	Ln(T) = 0.92 Ln(X) + 2.68	399 DU	3,604	50%	50%	1,802	1,802
A.M. Peak-Hour			Ln(T) = 0.91 Ln(X) + 0.12		262	26%	74%	68	194
P.M. Peak-Hour			Ln(T) = 0.94 Ln(X) + 0.27		365	63%	37%	230	135

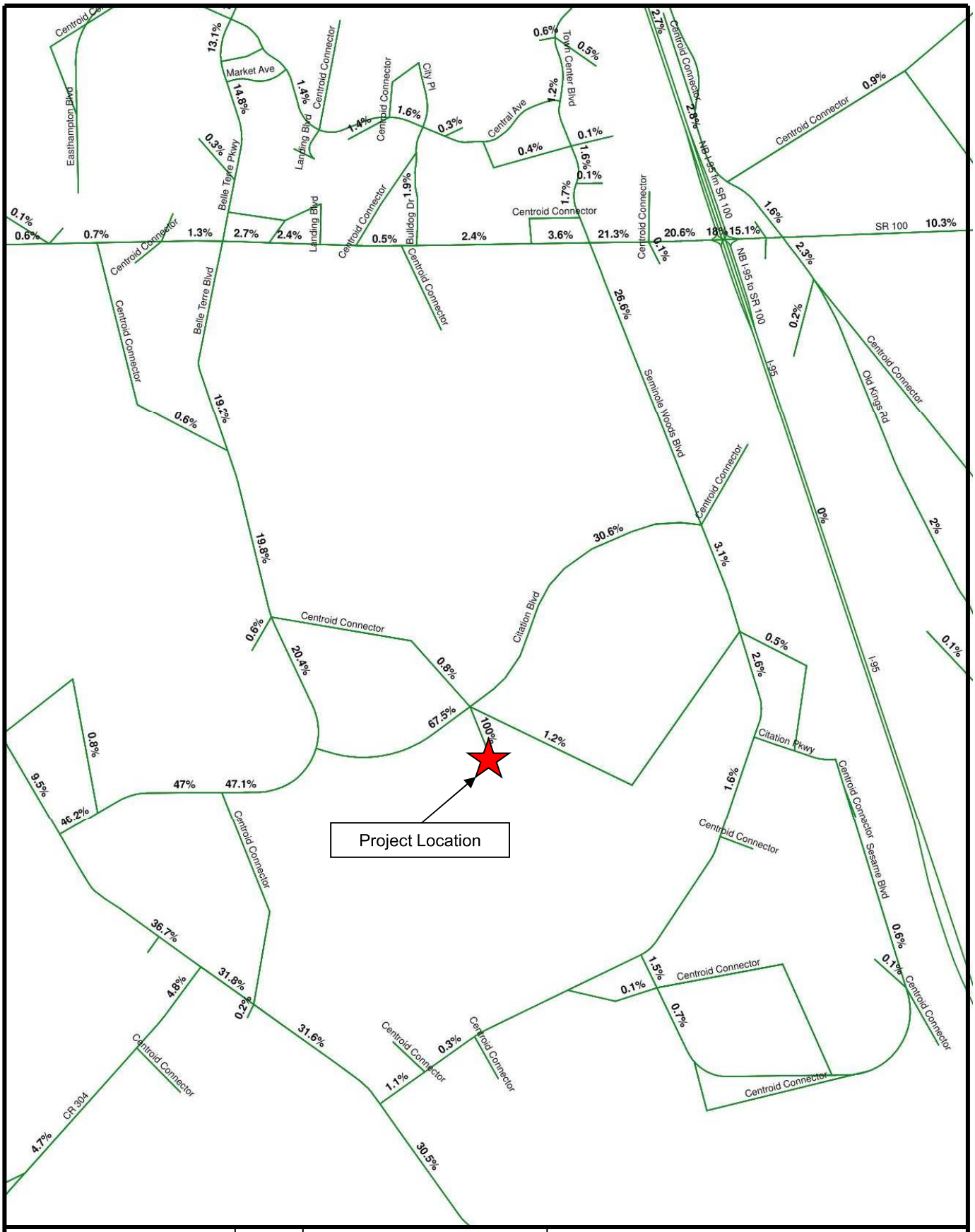
DU = Dwelling Units

Project Trip Distribution

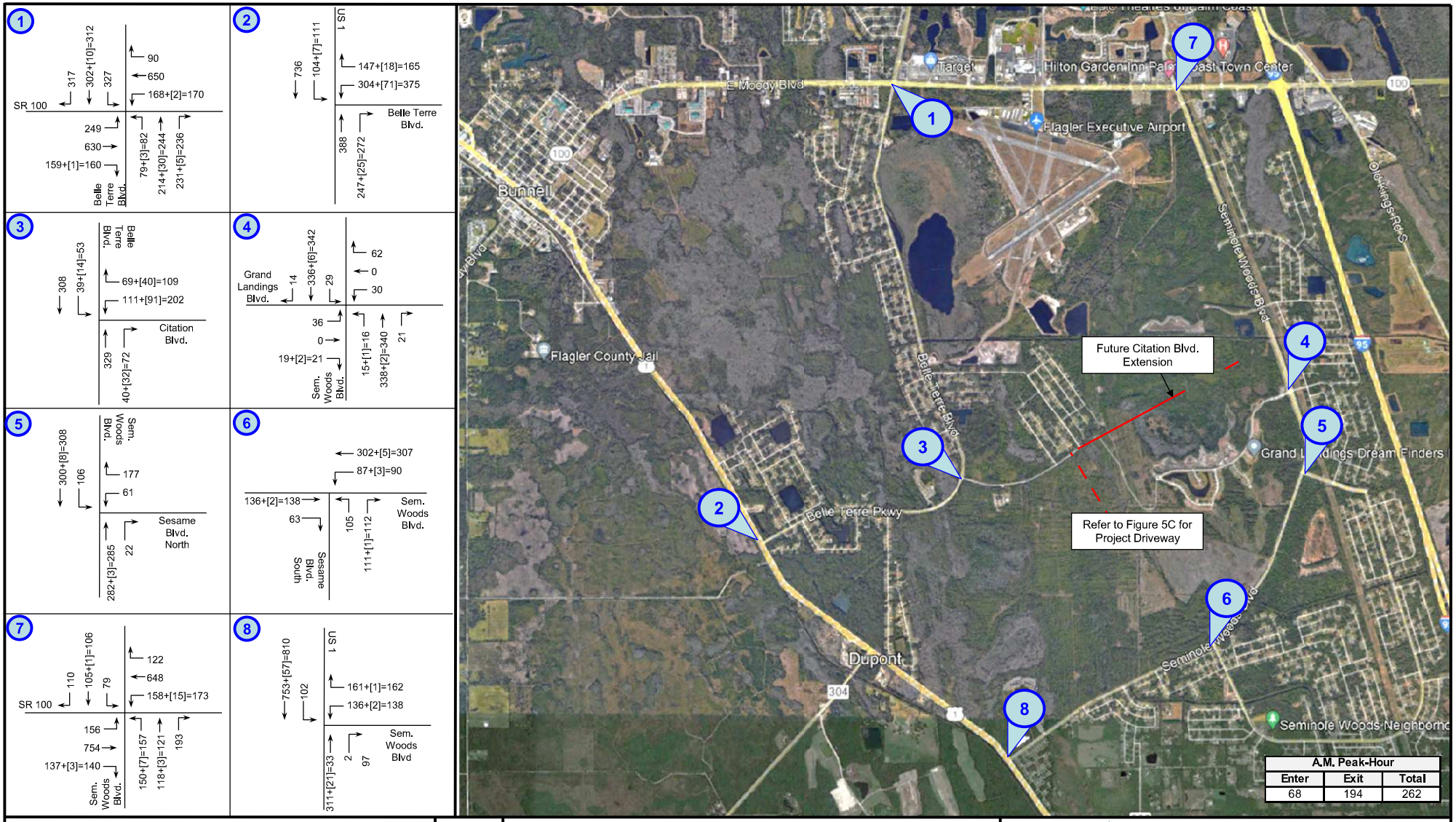
In following with the City of Palm Coast, the development trip distribution will follow the percent volume distribution of the existing traffic on the adjacent roadways. The resulting project trip distribution is shown in Figure 4.

Project Trip Assignment

Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. The 2024 background turning movements at the intersections were determined using the applied growth rates provided in Table 3. Figures 5A, and 5B graphically depict the total 2024 build-out traffic.



Grand Landings Phase 5 & 6	N NTS	**Project Trip Distribution**		LTG Engineering & Planning
		Project No.: 5516.02	Figure: 4	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Grand Landings Phase 5 & 6

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2027 Build-Out A.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 5A

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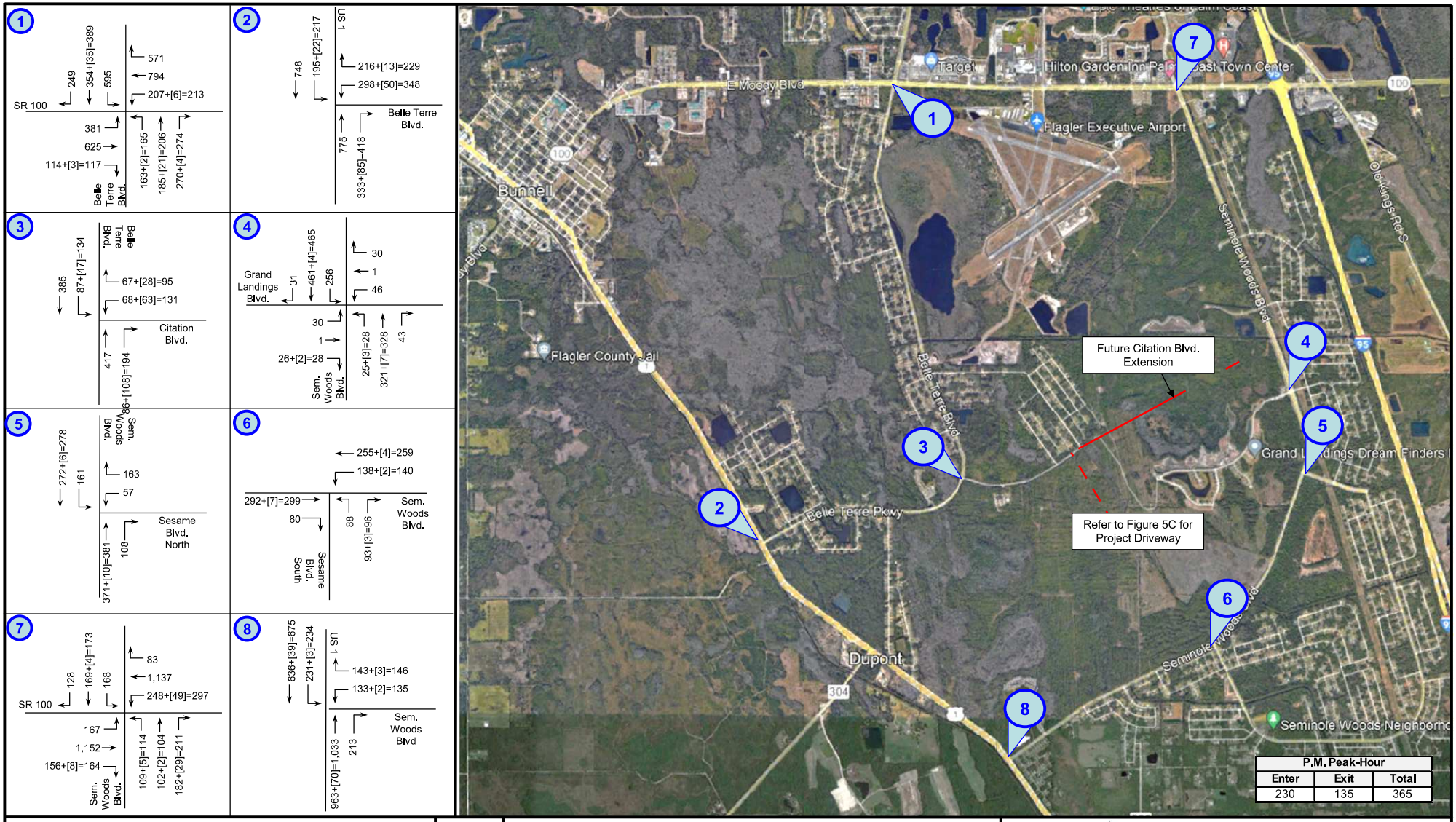

Grand Landings Phase 5 & 6

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2027 Build-Out P.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 5B

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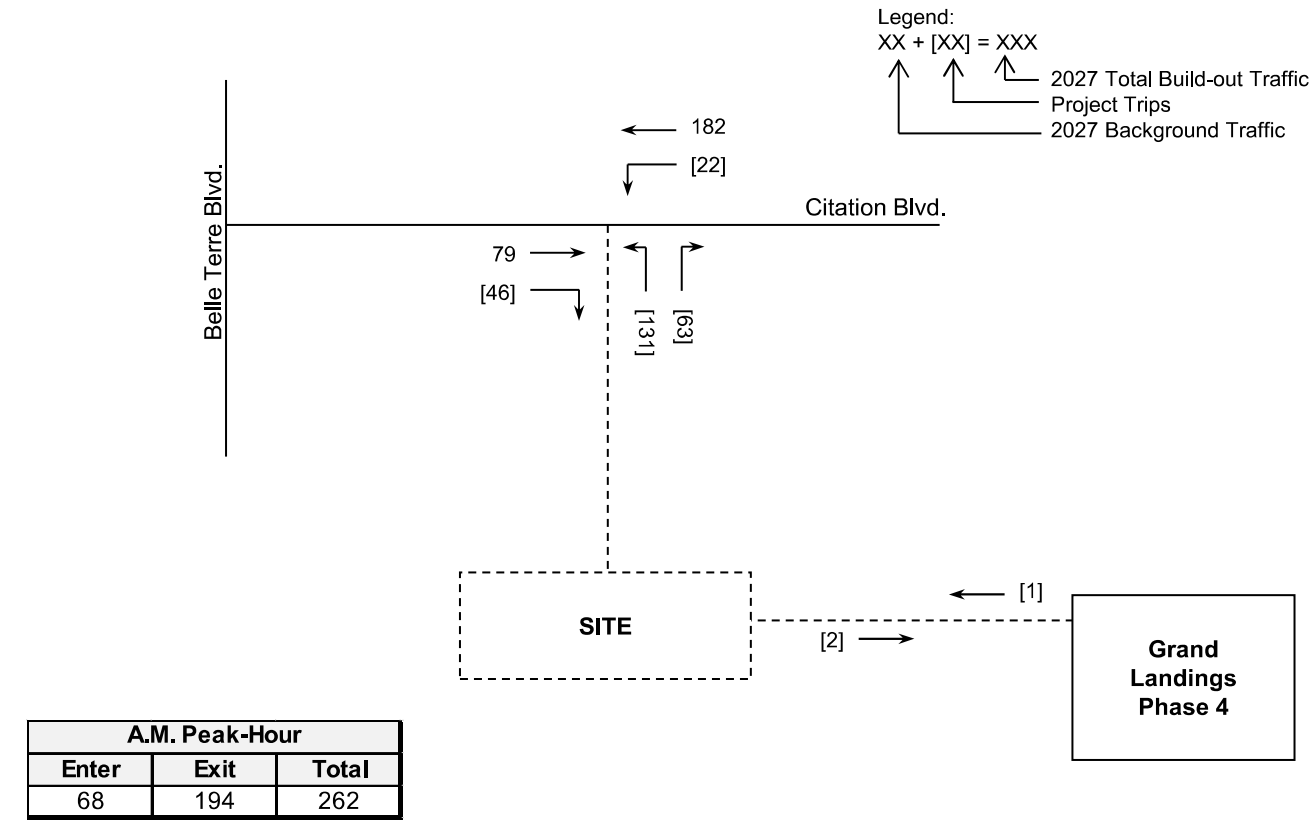
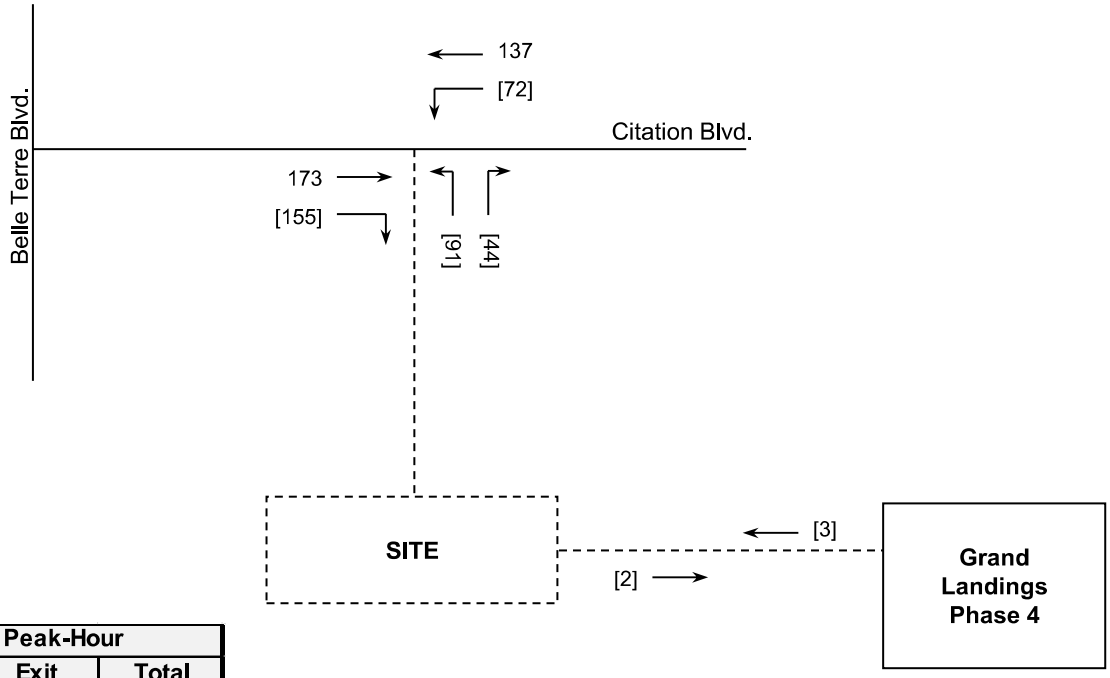


A.M. Peak-Hour		
Enter	Exit	Total
68	194	262



P.M. Peak-Hour		
Enter	Exit	Total
230	135	365

Grand Landings Phase 5 & 6

N

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2027 Build-Out A.M. & P.M. Peak-Hour Volumes

Project No.: 5516.02 | Figure: 5C

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Unsignalized Intersections Analysis

The unsignalized intersections and project driveways were analyzed to determine the operating conditions under 2027 build-out conditions, and the results are presented in Table 10. The HCS summary sheets are included in Appendix K.

Table 10
2027 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	A.M. Peak-Hour			P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	49.9	E	WB	126.6	F
Seminole Woods Boulevard at Grand Landings Parkway	E	WB	13.4	B	WB	14.7	B
Seminole Woods Boulevard at Sesame Boulevard North	E	WB	15.7	C	WB	18.2	C
Seminole Woods Boulevard at Sesame Boulevard South	E	NB	17.0	C	NB	24.3	C
Citation Boulevard at Project Driveway	E	NB	11.7	B	NB	13.1	B

As indicated in Table 10, the unsignalized intersection of Citation Boulevard at Belle Terre Boulevard is anticipated to operate outside of the adopted LOS during the p.m. peak-hour. The intersection was re-evaluated with the following improvement:

Citation Boulevard at Belle Terre Boulevard

- Add exclusive westbound right-turn lane

Table 11 depicts the a.m. and p.m. peak-hour level of service under build-out conditions with an exclusive westbound right-turn lane. The HCS summary sheets are contained in Appendix L.

Table 11
2027 Build-Out P.M. Peak-Hour LOS – Intersection Improvements
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	PM Peak-Hour		
		Critical Approach	Delay (sec.)	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	63.6	F

It is common that unsignalized intersections operate at higher levels of service with higher delay on the minor street approaches during peak-hour when conflicted with high major street volumes. While the westbound approach is expected to experience a delay of 80.0 seconds in the p.m. peak-hour, the v/c ratios are less than 1.0; therefore, this is considered acceptable.

Signalized Intersections Analysis

The signalized intersections were analyzed under 2027 build-out conditions to determine the operational LOS upon completion of the proposed project and to investigate potential mitigation requirements to be fulfilled by the applicant. The results of the analysis are provided in Table 12. The HCS summary sheets are included in Appendix M.

Table 12
2027 Build-Out AM and PM Peak-Hour LOS - Signalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	A.M. Peak-Hour			P.M. Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	53.6	D	No	53.9	D	No
US 1 at Belle Terre Boulevard	D	18.1	B	No	22.4	C	No
SR 100 at Seminole Woods Boulevard	D	40.2	D	No	48.1	D	No
US 1 at Seminole Woods Boulevard	D	12.2	B	No	16.4	B	No

As indicated in Table 12, all study area intersections are expected to operate within acceptable levels of service under 2027 build-out conditions.

Roadway Segment Analysis

The study area roadway segments were analyzed under 2027 build-out conditions based on two-way peak-hour capacity. The 2027 build-out volume includes background and project traffic along each segment. The results of the analysis are provided in Table 13. As indicated, the study area roadway segments are anticipated to operate within the adopted LOS.

Table 13
2027 Build-Out PM Peak-Hour LOS – Roadway Segments
Grand Landings Phase 5 & 6

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	2027 Background Traffic	Project Distribution	Project Trips	2027 Build-Out Traffic	2027 Build-Out Traffic Exceed Adopted LOS?
Belle Terre Boulevard	SR 100	Zebulas Trail	2	D	1,120	648	924	19.2%	62	986	No
	Zebulas Trail	Zuan Trail	2	D	1,120	621	1,009	19.8%	64	1,073	No
	Zuan Trail	Citation Boulevard	2	D	1,120	558	921	20.4%	66	987	No
	Citation Boulevard	US 1	2	D	1,120	405	757	47.1%	153	910	No
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	2	D	931	54	72	67.5%	219	291	No
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	4	D	3,580	1,260	2,006	36.7%	119	2,125	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	4	D	3,222	981	1,638	26.6%	97	1,735	No
	Ulaturn Place	Citation Parkway	4	D	3,222	711	1,092	3.1%	11	1,103	No
	Citation Parkway	Sesame Boulevard	2	D	1,120	540	1,032	1.6%	6	1,038	No
	Sesame Boulevard	US 1	2	D	1,120	504	844	1.1%	4	848	No
Sesame Boulevard	Seminole Woods Boulevard	Terminus	2	D	1,120	135	227	1.5%	5	232	No
Citation Parkway	Seminole Woods Boulevard	Sesame Boulevard	4	D	3,222	261	331	0.5%	2	333	No

Site Access Analysis

Access to the development is proposed via a full access driveway to Citation Boulevard. The turn lane storage and taper lengths were determined using guidance provided by the November 2020 Palm Coast Turn Lane Technical Guidelines (Guidelines). Deceleration lanes will be provided at all intersections and/or access points adjacent to the proposed development as required by the Guidelines.

Per these guidelines with a posted limit of 30 miles per-hour (mph), AADT of 600 along Citation Boulevard, the anticipated left-turn volumes exceed the threshold and therefore meets the requirements for a left-turn lane at the project driveway. Based on the guidelines set for the storage length and the length of the turn lane taper, a Citation Boulevard westbound left-turn lane 75-feet in storage length plus a 75-foot taper will be required at the site driveway. A Citation Boulevard eastbound right turn lane 75-foot taper at the site driveway.

Alternative Mode Analysis

Per the R2CTPO TIA guidelines, present and programmed bike, pedestrian, and transit mobility options in the immediate area have been evaluated. At this time, there is no sidewalk connectivity near the proposed development.

Flagler County offers public transportation services, Flagler County Public Transportation (FCPT), that provides specialized transportation throughout Flagler County. FCTP is a demand response, shared ride, and door-to-door service with normal operating hours from 6 AM to 6 PM Monday through Friday, 8 AM to 6 PM on Saturdays, and restricted services on Sundays. However, same day services are not available. FCPT operates within the border of Flagler County with a few medical exceptions. FCPT offers services to Volusia County, St. Augustine, Jacksonville and Gainesville on select days and times. Riders are required to provide advanced notice, or reservations, to use the service. Although there are no fixed routes or schedules provided, the proposed site would be eligible to utilize this public transportation system.

6

CONCLUSION & RECOMMENDATIONS

This study was conducted to evaluate the impact the proposed Grand Landings Phase 5 & 6 development would have on the surrounding roadway network in the City of Palm Coast. The development will generate 262 AM peak-hour and 365 PM peak-hour trips. The results of the study are summarized in Table 15, below.

Table 14
Intersection Improvements to Restore Adopted Standards
Grand Landings Phase 5 & 6

Intersection	When Improvement Required	
	2027 Background	2027 Build-Out
SR 100 at Belle Terre Boulevard	• Add westbound overlap phase • Optimize signal timing splits	
Citation Boulevard at Belle Terre Boulevard		• Add exclusive westbound right-turn lane 155 feet in length including the 50-foot taper

Based on the Palm Coast Turn Lane Technical Guidelines (November 2020) guidelines for a 2-lane roadway with an AADT less than 5,000 and a speed limit of 30 mph, the anticipated volumes exceed the thresholds and therefore meets the requirements for a right-turn lane and a left-turn at the project driveway. Turn lanes will be required at the project driveway in following with the Turn Lane Guidelines. The Citation Boulevard westbound approach will require a westbound left turn lane with a 150-foot deceleration/storage length plus a 75-foot taper. The Citation Boulevard eastbound approach will require a 75-foot eastbound right turn lane taper and no deceleration lane.

If deemed necessary by the agencies, the recommended improvements eligible for proportionate share (PS), the estimated improvement cost, and PS calculations are to be negotiated once the TIA results are accepted by agencies. Based on the results of the TIA and identified improvements, the planned Grand Landings Phase 5 and 6 development is recommended for approval.

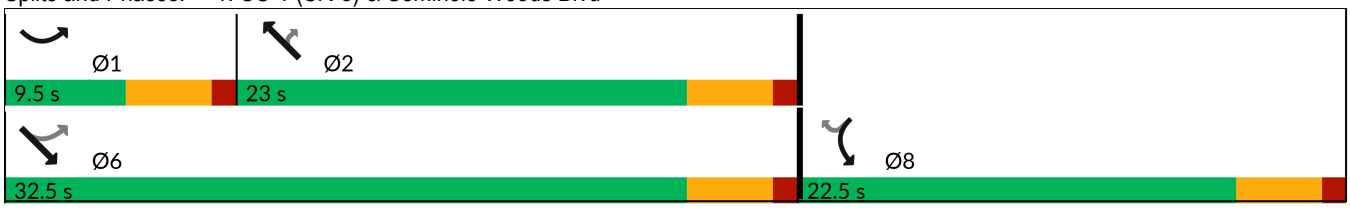
Appendix H
Synchro Printouts - Background Traffic Conditions

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	140	898	455	89	341	203
Future Volume (vph)	140	898	455	89	341	203
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.369				0.950	
Satd. Flow (perm)	687	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				97		221
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	152	976	495	97	371	221
Shared Lane Traffic (%)						
Lane Group Flow (vph)	152	976	495	97	371	221
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	9.5	32.5	23.0	23.0	22.5	22.5
Total Split (%)	17.3%	59.1%	41.8%	41.8%	40.9%	40.9%
Maximum Green (s)	5.0	28.0	18.5	18.5	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	28.1	28.1	20.7	20.7	14.8	14.8
Actuated g/C Ratio	0.54	0.54	0.40	0.40	0.28	0.28
v/c Ratio	0.32	0.51	0.35	0.14	0.74	0.36
Control Delay (s/veh)	8.8	9.3	13.5	4.2	26.2	4.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.8	9.3	13.5	4.2	26.2	4.4
LOS	A	A	B	A	C	A
Approach Delay (s/veh)		9.2	12.0		18.1	
Approach LOS		A	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 52			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.74			
Intersection Signal Delay (s/veh): 12.2		Intersection LOS: B	
Intersection Capacity Utilization 51.2%		ICU Level of Service A	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd

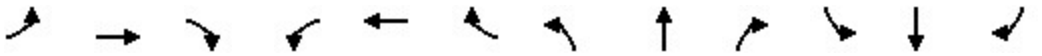




Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	140	898	455	89	341	203
Future Volume (veh/h)	140	898	455	89	341	203
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	152	976	495	97	371	221
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	557	1994	1361	607	460	410
Arrive On Green	0.09	0.56	0.38	0.38	0.26	0.26
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	152	976	495	97	371	221
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	2.3	8.3	5.0	2.0	9.7	6.0
Cycle Q Clear(g_c), s	2.3	8.3	5.0	2.0	9.7	6.0
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	557	1994	1361	607	460	410
V/C Ratio(X)	0.27	0.49	0.36	0.16	0.81	0.54
Avail Cap(c_a), veh/h	578	1994	1361	607	643	572
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.1	6.6	11.0	10.1	17.3	15.9
Incr Delay (d2), s/veh	0.3	0.9	0.8	0.6	5.2	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	2.4	1.8	0.7	4.1	2.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.4	7.5	11.8	10.7	22.5	17.0
LnGrp LOS	A	A	B	B	C	B
Approach Vol, veh/h		1128	592		592	
Approach Delay, s/veh		7.5	11.6		20.5	
Approach LOS		A	B		C	

Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	8.9	23.6			32.5	17.4
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.0	18.5			28.0	18.0
Max Q Clear Time (g_c+I1), s	4.3	7.0			10.3	11.7
Green Ext Time (p_c), s	0.0	2.8			6.7	1.2

Intersection Summary	
HCM 7th Control Delay, s/veh	11.9
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	252	9	4	516	0	26	0	15	0	0	1
Future Volume (vph)	0	252	9	4	516	0	26	0	15	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995						0.951				0.850
Flt Protected								0.969				
Satd. Flow (prot)	1863	1853	0	0	1863	1863	0	1717	0	0	1863	1583
Flt Permitted								0.969				
Satd. Flow (perm)	1863	1853	0	0	1863	1863	0	1717	0	0	1863	1583
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	274	10	4	561	0	28	0	16	0	0	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	284	0	0	565	0	0	44	0	0	0	1
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	44.0%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	289	6	4	466	16	8
Future Volume (vph)	289	6	4	466	16	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.953	
Flt Protected					0.968	
Satd. Flow (prot)	1857	0	0	1863	1718	0
Flt Permitted					0.968	
Satd. Flow (perm)	1857	0	0	1863	1718	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	314	7	4	507	17	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	321	0	0	511	26	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 37.7%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	232	73	55	177	232	148
Future Volume (vph)	232	73	55	177	232	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.968				0.947	
Flt Protected				0.988	0.970	
Satd. Flow (prot)	1803	0	0	1840	1711	0
Flt Permitted				0.988	0.970	
Satd. Flow (perm)	1803	0	0	1840	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	252	79	60	192	252	161
Shared Lane Traffic (%)						
Lane Group Flow (vph)	331	0	0	252	413	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 60.9%		ICU Level of Service B	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	70	235	399	13	89	197
Future Volume (vph)	70	235	399	13	89	197
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	255	434	14	97	214
Shared Lane Traffic (%)						
Lane Group Flow (vph)	76	255	434	14	97	214
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	42.2%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	151	30	30	818	303	87
Future Volume (vph)	151	30	30	818	303	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	164	33	33	889	329	95
Shared Lane Traffic (%)						
Lane Group Flow (vph)	164	33	33	889	329	95
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

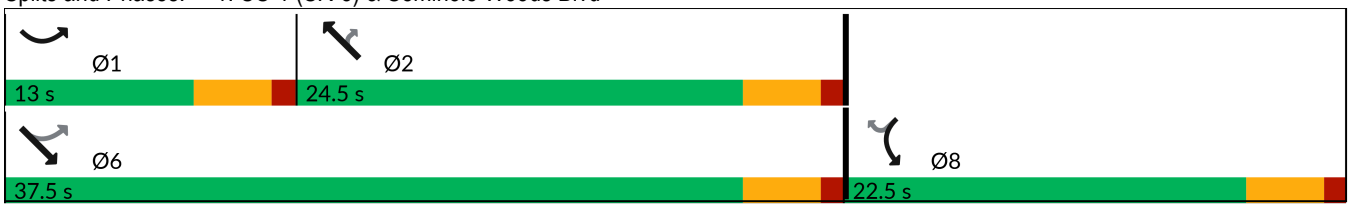
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 37.6%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	226	666	804	312	173	156
Future Volume (vph)	226	666	804	312	173	156
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.182				0.950	
Satd. Flow (perm)	339	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				339		170
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	246	724	874	339	188	170
Shared Lane Traffic (%)						
Lane Group Flow (vph)	246	724	874	339	188	170
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	13.0	37.5	24.5	24.5	22.5	22.5
Total Split (%)	21.7%	62.5%	40.8%	40.8%	37.5%	37.5%
Maximum Green (s)	8.5	33.0	20.0	20.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	33.1	33.1	20.6	20.6	10.8	10.8
Actuated g/C Ratio	0.63	0.63	0.39	0.39	0.20	0.20
v/c Ratio	0.58	0.33	0.63	0.41	0.52	0.37
Control Delay (s/veh)	11.7	5.6	16.4	3.7	24.1	6.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.7	5.6	16.4	3.7	24.1	6.1
LOS	B	A	B	A	C	A
Approach Delay (s/veh)		7.2	12.9		15.5	
Approach LOS		A	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 60			
Actuated Cycle Length: 52.9			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.63			
Intersection Signal Delay (s/veh): 11.1		Intersection LOS: B	
Intersection Capacity Utilization 55.6%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd

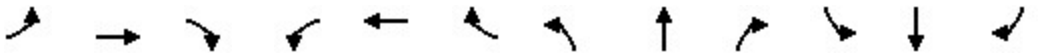




Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	226	666	804	312	173	156
Future Volume (veh/h)	226	666	804	312	173	156
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	246	724	874	339	188	170
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	516	2352	1664	742	281	250
Arrive On Green	0.10	0.66	0.47	0.47	0.16	0.16
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	246	724	874	339	188	170
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	3.1	4.3	8.6	7.2	5.0	5.0
Cycle Q Clear(g_c), s	3.1	4.3	8.6	7.2	5.0	5.0
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	516	2352	1664	742	281	250
V/C Ratio(X)	0.48	0.31	0.53	0.46	0.67	0.68
Avail Cap(c_a), veh/h	635	2352	1664	742	643	572
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	6.2	3.6	9.3	9.0	19.8	19.8
Incr Delay (d2), s/veh	0.7	0.3	1.2	2.0	2.8	3.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	0.9	2.9	2.4	2.1	1.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	6.9	3.9	10.5	11.0	22.5	23.1
LnGrp LOS	A	A	B	B	C	C
Approach Vol, veh/h		970	1213		358	
Approach Delay, s/veh		4.7	10.7		22.8	
Approach LOS		A	B		C	

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	9.7	27.8				37.5	12.4
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	8.5	20.0				33.0	18.0
Max Q Clear Time (g_c+I1), s	5.1	10.6				6.3	7.0
Green Ext Time (p_c), s	0.2	4.9				5.5	0.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.1
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	554	23	16	318	0	10	1	19	0	1	0
Future Volume (vph)	0	554	23	16	318	0	10	1	19	0	1	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994						0.914				
Flt Protected					0.998			0.984				
Satd. Flow (prot)	1863	1852	0	0	1859	1863	0	1675	0	0	1863	1863
Flt Permitted					0.998			0.984				
Satd. Flow (perm)	1863	1852	0	0	1859	1863	0	1675	0	0	1863	1863
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	602	25	17	346	0	11	1	21	0	1	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	627	0	0	363	0	0	33	0	0	1	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 45.7%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	590	12	3	358	3	2
Future Volume (vph)	590	12	3	358	3	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.946	
Flt Protected					0.971	
Satd. Flow (prot)	1857	0	0	1863	1711	0
Flt Permitted					0.971	
Satd. Flow (perm)	1857	0	0	1863	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	641	13	3	389	3	2
Shared Lane Traffic (%)						
Lane Group Flow (vph)	654	0	0	392	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 41.8%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	272	247	160	209	125	93
Future Volume (vph)	272	247	160	209	125	93
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.936				0.942	
Flt Protected				0.979	0.972	
Satd. Flow (prot)	1744	0	0	1824	1706	0
Flt Permitted				0.979	0.972	
Satd. Flow (perm)	1744	0	0	1824	1706	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	296	268	174	227	136	101
Shared Lane Traffic (%)						
Lane Group Flow (vph)	564	0	0	401	237	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 71.9%		ICU Level of Service C	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	15	153	319	70	245	375
Future Volume (vph)	15	153	319	70	245	375
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	16	166	347	76	266	408
Shared Lane Traffic (%)						
Lane Group Flow (vph)	16	166	347	76	266	408
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	43.7%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	109	45	52	571	727	157
Future Volume (vph)	109	45	52	571	727	157
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	118	49	57	621	790	171
Shared Lane Traffic (%)						
Lane Group Flow (vph)	118	49	57	621	790	171
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.5%		ICU Level of Service A	
Analysis Period (min) 15			

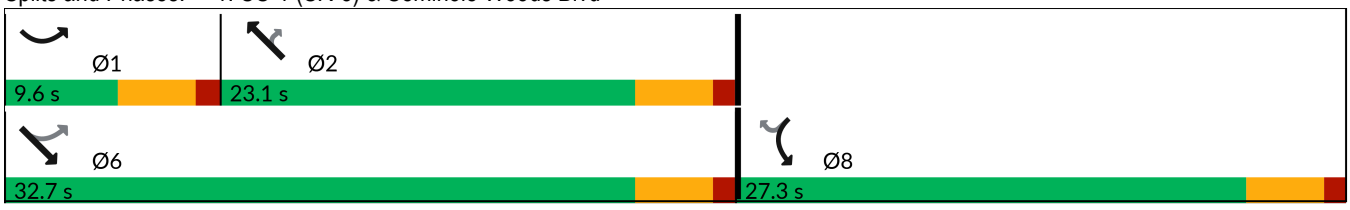
Appendix I
Synchro Printouts - Total Traffic Conditions

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	155	898	455	143	492	245
Future Volume (vph)	155	898	455	143	492	245
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.352				0.950	
Satd. Flow (perm)	656	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				155		266
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	168	976	495	155	535	266
Shared Lane Traffic (%)						
Lane Group Flow (vph)	168	976	495	155	535	266
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	9.6	32.7	23.1	23.1	27.3	27.3
Total Split (%)	16.0%	54.5%	38.5%	38.5%	45.5%	45.5%
Maximum Green (s)	5.1	28.2	18.6	18.6	22.8	22.8
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	28.3	28.3	20.8	20.8	20.5	20.5
Actuated g/C Ratio	0.49	0.49	0.36	0.36	0.35	0.35
v/c Ratio	0.40	0.56	0.39	0.23	0.85	0.36
Control Delay (s/veh)	12.2	12.5	16.5	4.3	32.7	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	12.2	12.5	16.5	4.3	32.7	3.6
LOS	B	B	B	A	C	A
Approach Delay (s/veh)		12.4	13.6		23.1	
Approach LOS		B	B		C	

Intersection Summary			
Area Type:	Other		
Cycle Length: 60			
Actuated Cycle Length: 57.8			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.85			
Intersection Signal Delay (s/veh): 16.0		Intersection LOS: B	
Intersection Capacity Utilization 59.7%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd

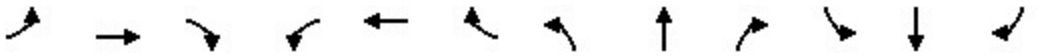




Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	155	898	455	143	492	245
Future Volume (veh/h)	155	898	455	143	492	245
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	168	976	495	155	535	266
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	483	1772	1185	528	610	543
Arrive On Green	0.09	0.50	0.33	0.33	0.34	0.34
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	168	976	495	155	535	266
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	3.2	10.7	6.1	4.1	16.0	7.5
Cycle Q Clear(g_c), s	3.2	10.7	6.1	4.1	16.0	7.5
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	483	1772	1185	528	610	543
V/C Ratio(X)	0.35	0.55	0.42	0.29	0.88	0.49
Avail Cap(c_a), veh/h	491	1772	1185	528	718	639
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.0	9.8	14.6	13.9	17.5	14.7
Incr Delay (d2), s/veh	0.4	1.2	1.1	1.4	10.6	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	3.7	2.4	1.5	7.5	2.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	10.4	11.0	15.7	15.3	28.1	15.4
LnGrp LOS	B	B	B	B	C	B
Approach Vol, veh/h		1144	650		801	
Approach Delay, s/veh		11.0	15.6		23.9	
Approach LOS		B	B		C	

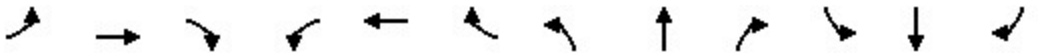
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	9.3	23.4			32.7	23.9
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.1	18.6			28.2	22.8
Max Q Clear Time (g_c+I1), s	5.2	8.1			12.7	18.0
Green Ext Time (p_c), s	0.0	2.8			6.3	1.4

Intersection Summary	
HCM 7th Control Delay, s/veh	16.1
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	46	276	8	4	582	20	26	0	15	56	0	130
Future Volume (vph)	46	276	8	4	582	20	26	0	15	56	0	130
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.996				0.850		0.951				0.850
Flt Protected	0.950							0.969			0.950	
Satd. Flow (prot)	1770	1855	0	0	1863	1583	0	1717	0	0	1770	1583
Flt Permitted	0.950							0.969			0.950	
Satd. Flow (perm)	1770	1855	0	0	1863	1583	0	1717	0	0	1770	1583
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2822			2497			302			554	
Travel Time (s)		64.1			56.8			6.9			12.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	50	300	9	4	633	22	28	0	16	61	0	141
Shared Lane Traffic (%)												
Lane Group Flow (vph)	50	309	0	0	637	22	0	44	0	0	61	141
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		9	15		60	15		60	60		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 53.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	24	345	6	4	486	10	16	0	9	29	0	66
Future Volume (vph)	24	345	6	4	486	10	16	0	9	29	0	66
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.997			0.997			0.950			0.907	
Flt Protected	0.950							0.969			0.985	
Satd. Flow (prot)	1770	1857	0	0	1857	0	0	1715	0	0	1664	0
Flt Permitted	0.950							0.969			0.985	
Satd. Flow (perm)	1770	1857	0	0	1857	0	0	1715	0	0	1664	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2497			1960			501			428	
Travel Time (s)		56.8			44.5			11.4			9.7	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	26	375	7	4	528	11	17	0	10	32	0	72
Shared Lane Traffic (%)												
Lane Group Flow (vph)	26	382	0	0	543	0	0	27	0	0	104	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		60	60		60	60		60	60		60
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 41.8%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	309	80	55	204	235	148
Future Volume (vph)	309	80	55	204	235	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.972				0.948	
Flt Protected				0.989	0.970	
Satd. Flow (prot)	1811	0	0	1842	1713	0
Flt Permitted				0.989	0.970	
Satd. Flow (perm)	1811	0	0	1842	1713	0
Link Speed (mph)	30			30	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	44.5			6.9	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	336	87	60	222	255	161
Shared Lane Traffic (%)						
Lane Group Flow (vph)	423	0	0	282	416	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 67.0%		ICU Level of Service C	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	71	235	473	16	89	223
Future Volume (vph)	71	235	473	16	89	223
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		30			30
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		67.1			23.0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	77	255	514	17	97	242
Shared Lane Traffic (%)						
Lane Group Flow (vph)	77	255	514	17	97	242
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	46.1%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	151	30	30	892	377	87
Future Volume (vph)	151	30	30	892	377	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	164	33	33	970	410	95
Shared Lane Traffic (%)						
Lane Group Flow (vph)	164	33	33	970	410	95
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

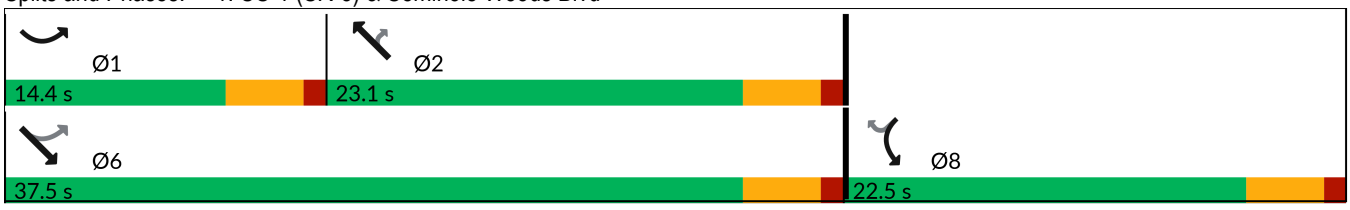
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.7%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	270	666	804	473	271	183
Future Volume (vph)	270	666	804	473	271	183
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.167				0.950	
Satd. Flow (perm)	311	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				514		199
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	293	724	874	514	295	199
Shared Lane Traffic (%)						
Lane Group Flow (vph)	293	724	874	514	295	199
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	14.4	37.5	23.1	23.1	22.5	22.5
Total Split (%)	24.0%	62.5%	38.5%	38.5%	37.5%	37.5%
Maximum Green (s)	9.9	33.0	18.6	18.6	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	33.1	33.1	19.5	19.5	13.9	13.9
Actuated g/C Ratio	0.59	0.59	0.35	0.35	0.25	0.25
v/c Ratio	0.70	0.35	0.71	0.58	0.67	0.37
Control Delay (s/veh)	19.4	7.0	21.2	4.9	27.2	5.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	19.4	7.0	21.2	4.9	27.2	5.2
LOS	B	A	C	A	C	A
Approach Delay (s/veh)		10.6	15.2		18.3	
Approach LOS		B	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 60			
Actuated Cycle Length: 56			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.71			
Intersection Signal Delay (s/veh): 14.1		Intersection LOS: B	
Intersection Capacity Utilization 63.4%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd

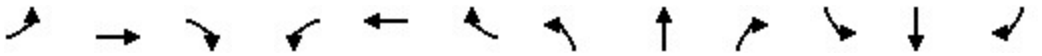




Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	270	666	804	473	271	183
Future Volume (veh/h)	270	666	804	473	271	183
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	293	724	874	514	295	199
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	495	2197	1450	647	380	338
Arrive On Green	0.13	0.62	0.41	0.41	0.21	0.21
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	293	724	874	514	295	199
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	4.5	5.2	10.3	15.2	8.3	6.0
Cycle Q Clear(g_c), s	4.5	5.2	10.3	15.2	8.3	6.0
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	495	2197	1450	647	380	338
V/C Ratio(X)	0.59	0.33	0.60	0.79	0.78	0.59
Avail Cap(c_a), veh/h	602	2197	1450	647	601	534
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.5	4.9	12.4	13.8	19.8	18.9
Incr Delay (d2), s/veh	1.1	0.4	1.9	9.7	3.4	1.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	1.4	3.8	6.2	3.5	2.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	9.6	5.3	14.3	23.6	23.2	20.5
LnGrp LOS	A	A	B	C	C	C
Approach Vol, veh/h		1017	1388		494	
Approach Delay, s/veh		6.5	17.7		22.1	
Approach LOS		A	B		C	

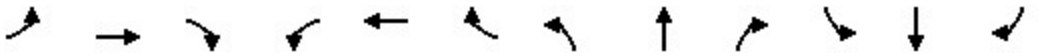
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	11.2	26.3				37.5	15.9
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	9.9	18.6				33.0	18.0
Max Q Clear Time (g_c+I1), s	6.5	17.2				7.2	10.3
Green Ext Time (p_c), s	0.3	1.1				5.4	1.1

Intersection Summary	
HCM 7th Control Delay, s/veh	14.6
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	137	624	23	16	361	59	11	1	19	36	1	84
Future Volume (vph)	137	624	23	16	361	59	11	1	19	36	1	84
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995				0.850		0.917				0.850
Flt Protected	0.950				0.998			0.983			0.954	
Satd. Flow (prot)	1770	1853	0	0	1859	1583	0	1679	0	0	1777	1583
Flt Permitted	0.950				0.998			0.983			0.954	
Satd. Flow (perm)	1770	1853	0	0	1859	1583	0	1679	0	0	1777	1583
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2822			2497			302			554	
Travel Time (s)		64.1			56.8			6.9			12.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	149	678	25	17	392	64	12	1	21	39	1	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	149	703	0	0	409	64	0	34	0	0	40	91
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		9	15		60	15		60	60		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 72.6%		ICU Level of Service C	
Analysis Period (min) 15			



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	70	626	12	3	417	30	3	0	2	18	0	43
Future Volume (vph)	70	626	12	3	417	30	3	0	2	18	0	43
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.997			0.991			0.946			0.905	
Flt Protected	0.950							0.971			0.985	
Satd. Flow (prot)	1770	1857	0	0	1846	0	0	1711	0	0	1660	0
Flt Permitted	0.950							0.971			0.985	
Satd. Flow (perm)	1770	1857	0	0	1846	0	0	1711	0	0	1660	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2497			1960			501			428	
Travel Time (s)		56.8			44.5			11.4			9.7	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	680	13	3	453	33	3	0	2	20	0	47
Shared Lane Traffic (%)												
Lane Group Flow (vph)	76	693	0	0	489	0	0	5	0	0	67	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		60	60		60	60		60	60		60
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.3%		ICU Level of Service B	
Analysis Period (min) 15			



Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	322	252	160	290	133	93
Future Volume (vph)	322	252	160	290	133	93
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.941				0.945	
Flt Protected				0.983	0.971	
Satd. Flow (prot)	1753	0	0	1831	1709	0
Flt Permitted				0.983	0.971	
Satd. Flow (perm)	1753	0	0	1831	1709	0
Link Speed (mph)	30			30	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	44.5			6.9	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	350	274	174	315	145	101
Shared Lane Traffic (%)						
Lane Group Flow (vph)	624	0	0	489	246	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 79.5%		ICU Level of Service D	
Analysis Period (min) 15			



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	18	153	367	72	245	453
Future Volume (vph)	18	153	367	72	245	453
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		30			30
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		67.1			23.0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	20	166	399	78	266	492
Shared Lane Traffic (%)						
Lane Group Flow (vph)	20	166	399	78	266	492
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	46.2%	ICU Level of Service	A
Analysis Period (min)	15		



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	109	45	52	619	775	157
Future Volume (vph)	109	45	52	619	775	157
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	118	49	57	673	842	171
Shared Lane Traffic (%)						
Lane Group Flow (vph)	118	49	57	673	842	171
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	40.8%	ICU Level of Service	A
Analysis Period (min)	15		

Appendix J
Volume Calculation Spreadsheet

AM Peak
Seminole Trace
Volume Calculations

Dates	SF
2/11/2024 - 2/17/2024	0.98
2/25/2024 - 3/2/2024	0.95

AM Trip Gen	
Entering	112
Exiting	314

CITATION BLVD & SEMINOLE WOODS BLVD

1	CITATION BLVD				N/A				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:30 AM - 08:30 AM	0	90	0	22	0	0	0	0	1	20	627	0	0	0	246	54	1,060
w/ SF	0	88	0	22	0	0	0	0	1	20	614	0	0	0	241	53	1,039
w/ GF	0	94	0	24	0	0	0	0	1	27	818	0	0	0	303	67	1,334
Grand Landings		57		6						2						20	85
Background	0	151	0	30	0	0	0	0	1	29	818	0	0	0	303	87	1,419
% Ent		0.00%		0.00%													0
% Exit										0.00%	23.56%				23.56%	0.00%	0
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj Exit	0	0	0	0	0	0	0	0	0	0	74	0	0	0	74	0	148
Project Traffic	0	0	0	0	0	0	0	0	0	0	74	0	0	0	74	0	148
Total	0	151	0	30	0	0	0	0	1	29	892	0	0	0	377	87	1,567

GF EB	1.072
GF WB	1.000
GF NB	1.333
GF SB	1.257

SEMINOLE WOODS BLVD & US-1 (SR-5)

2	N/A				SEMINOLE WOODS BLVD				US-1 (SR-5)				US-1 (SR-5)				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:15 AM - 08:15 AM	0	0	0	0	0	265	0	158	0	0	411	81	1	113	733	0	1,762
w/ SF	0	0	0	0	0	260	0	155	0	0	403	79	1	111	718	0	1,727
w/ GF	0	0	0	0	0	341	0	203	0	0	455	89	1	139	898	0	2,126
% Ent												48.21%		13.36%			1
% Exit						48.21%		13.36%									1
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	54	0	15	0	0	69
Proj Exit	0	0	0	0	0	151	0	42	0	0	0	0	0	0	0	0	193
Project Traffic	0	0	0	0	0	151	0	42	0	0	0	54	0	15	0	0	262
Total	0	0	0	0	0	492	0	245	0	0	455	143	1	154	898	0	2,388

GF EB	1.000
GF WB	1.312
GF NB	1.128
GF SB	1.250

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLOGANEER TRAIL

3	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				Sloganeer Trail				West Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:00 AM - 08:00 AM	0	0	196	8	0	4	401	0	0	24	0	14	0	0	0	1	648
w/ SF	0	0	192	8	0	4	393	0	0	24	0	14	0	0	0	1	636
w/ GF	0	0	252	9	0	4	516	0	0	26	0	15	0	0	0	1	823
% Ent		41.12%	21.00%					17.85%			0.00%						1
% Exit							21.02%							17.84%	0.00%	41.18%	1
Proj Ent	0	46	24	0	0	0	0	20	0	0	0	0	0	0	0	0	90
Proj Exit	0	0	0	0	0	0	66	0	0	0	0	0	0	56	0	129	251
Project Traffic	0	46	24	0	0	0	66	20	0	0	0	0	0	56	0	129	341
Total	0	46	276	9	0	4	582	20	0	26	0	15	0	56	0	130	1,164

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLIPPER TRAIL

4	Seminole Woods Blvd				Seminole Woods Blvd				Slipper Trail				East Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:00 AM - 08:00 AM	0	0	224	6	0	4	362	0	0	15	0	8	0	0	0	0	619
w/ SF	0	0	220	6	0	4	355	0	0	15	0	8	0	0	0	0	608
w/ GF	0	0	289	6	0	4	466	0	0	16	0	9	0	0	0	0	790
% Ent		21.00%					17.85%	9.09%									0
% Exit			17.84%											9.10%		21.02%	0
Proj Ent	0	24	0	0	0	0	20	10	0	0	0	0	0	0	0	0	54
Proj Exit	0	0	56	0	0	0	0	0	0	0	0	0	0	29	0	66	151
Project Traffic	0	24	56	0	0	0	20	10	0	0	0	0	0	29	0	66	205
Total	0	24	345	6	0	4	486	10	0	16	0	9	0	29	0	66	995

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & SESAME BLVD

5	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				SESAME BLVD (SOUTH)				N/A				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:15 AM - 08:15 AM	0	0	181	69	0	52	136	0	0	220	0	141	0	0	0	0	799
w/ SF	0	0	177	68	0	51	133	0	0	216	0	138	0	0	0	0	783
w/ GF	0	0	232	73	0	55	177	0	0	232	0	148	0	0	0	0	917
% Ent							24.47%			2.38%							0
% Exit			24.47%	2.38%													0
Proj Ent	0	0	0	0	0	0	27	0	0	3	0	0	0	0	0	0	30
Proj Exit	0	0	77	7	0	0	0	0	0	0	0	0	0	0	0	0	84
Project Traffic	0	0	77	7	0	0	27	0	0	3	0	0	0	0	0	0	114
Total	0	0	309	80	0	55	204	0	0	235	0	148	0	0	0	0	1,031

GF EB	1.312
GF WB	1.333
GF NB	1.072
GF SB	1.000

SEMINOLE WOODS BLVD & CITATION PKWY (SESAME BLVD)

6	N/A				SESAME BLVD (CITATION BLVD)				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/26/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:30 AM - 08:30 AM	0	0	0	0	0	68	0	231	0	0	315	13	0	87	156	0	870
w/ SF	0	0	0	0	0	65	0	219	0	0	299	12	0	83	148	0	826
w/ GF	0	0	0	0	0	70	0	235	0	0	399	13	0	89	197	0	1,003
% Ent						0.86%									23.56%		0
% Exit											23.56%	0.86%					0
Proj Ent	0	0	0	0	0	1	0	0	0	0	0	0	0	0	26	0	27
Proj Exit	0	0	0	0	0	0	0	0	0	0	74	3	0	0	0	0	77
Project Traffic	0	0	0	0	0	1	0	0	0	0	74	3	0	0	26	0	104
Total	0	0	0	0	0	71	0	235	0	0	473	16	0	89	223	0	1,107

GF EB	1.000
GF WB	1.072
GF NB	1.333
GF SB	1.333

PM Peak
Seminole Trace
Volume Calculations

Dates	SF
2/11/2024 - 2/17/2024	0.98
2/25/2024 - 3/2/2024	0.95

PM Trip Gen	
Entering	333
Exiting	203

CITATION BLVD & SEMINOLE WOODS BLVD

1	CITATION BLVD				N/A				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:15 PM - 05:15 PM	0	65	0	39	0	0	0	0	0	35	437	0	0	0	590	74	1,240
w/ SF	0	64	0	38	0	0	0	0	0	34	428	0	0	0	578	73	1,215
w/ GF	0	69	0	41	0	0	0	0	0	45	571	0	0	0	727	92	1,545
Grand Landings		40		4						7						65	116
Background	0	109	0	45	0	0	0	0	0	52	571	0	0	0	727	157	1,661
% Ent		0.00%		0.00%													0
% Exit										0.00%	23.56%				23.56%	0.00%	0
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj Exit	0	0	0	0	0	0	0	0	0	0	48	0	0	0	48	0	96
Project Traffic	0	0	0	0	0	0	0	0	0	0	48	0	0	0	48	0	96
Total	0	109	0	45	0	0	0	0	0	52	619	0	0	0	775	157	1,757

GF EB	1.072
GF WB	1.000
GF NB	1.333
GF SB	1.257

SEMINOLE WOODS BLVD & US-1 (SR-5)

2	N/A				SEMINOLE WOODS BLVD				US-1 (SR-5)				US-1 (SR-5)				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	0	0	0	135	0	121	0	0	728	283	0	185	544	0	1,996
w/ SF	0	0	0	0	0	132	0	119	0	0	713	277	0	181	533	0	1,955
w/ GF	0	0	0	0	0	173	0	156	0	0	804	312	0	226	666	0	2,337
% Ent												48.21%		13.36%			1
% Exit						48.21%		13.36%									1
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	161	0	44	0	0	205
Proj Exit	0	0	0	0	0	98	0	27	0	0	0	0	0	0	0	0	125
Project Traffic	0	0	0	0	0	98	0	27	0	0	0	161	0	44	0	0	330
Total	0	0	0	0	0	271	0	183	0	0	804	473	0	270	666	0	2,667

GF EB	1.000
GF WB	1.312
GF NB	1.128
GF SB	1.250

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLOGANEER TRAIL

3	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				Sloganeer Trail				West Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	431	21	0	15	247	0	0	10	1	18	0	0	1	0	744
w/ SF	0	0	422	21	0	15	242	0	0	10	1	18	0	0	1	0	730
w/ GF	0	0	554	23	0	16	318	0	0	11	1	19	0	0	1	0	943
% Ent		41.12%	21.00%					17.85%			0.00%						1
% Exit							21.02%							17.84%	0.00%	41.18%	1
Proj Ent	0	137	70	0	0	0	0	59	0	0	0	0	0	0	0	0	266
Proj Exit	0	0	0	0	0	0	43	0	0	0	0	0	0	36	0	84	163
Project Traffic	0	137	70	0	0	0	43	59	0	0	0	0	0	36	0	84	429
Total	0	137	624	23	0	16	361	59	0	11	1	19	0	36	1	84	1,372

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLIPPER TRAIL

4	Seminole Woods Blvd				Seminole Woods Blvd				Slipper Trail				East Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	459	11	0	3	279	0	0	3	0	2	0	0	0	0	757
w/ SF	0	0	450	11	0	3	273	0	0	3	0	2	0	0	0	0	742
w/ GF	0	0	590	12	0	3	358	0	0	3	0	2	0	0	0	0	968
% Ent		21.00%					17.85%	9.09%									0
% Exit			17.84%											9.10%		21.02%	0
Proj Ent	0	70	0	0	0	0	59	30	0	0	0	0	0	0	0	0	159
Proj Exit	0	0	36	0	0	0	0	0	0	0	0	0	0	18	0	43	97
Project Traffic	0	70	36	0	0	0	59	30	0	0	0	0	0	18	0	43	256
Total	0	70	626	12	0	3	417	30	0	3	0	2	0	18	0	43	1,224

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & SESAME BLVD

5	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				SESAME BLVD (SOUTH)				N/A				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	211	235	0	152	160	0	0	119	0	89	0	0	0	0	966
w/ SF	0	0	207	230	0	149	157	0	0	117	0	87	0	0	0	0	947
w/ GF	0	0	272	247	0	160	209	0	0	125	0	93	0	0	0	0	1,106
% Ent							24.47%			2.38%							0
% Exit			24.47%	2.38%													0
Proj Ent	0	0	0	0	0	0	81	0	0	8	0	0	0	0	0	0	89
Proj Exit	0	0	50	5	0	0	0	0	0	0	0	0	0	0	0	0	55
Project Traffic	0	0	50	5	0	0	81	0	0	8	0	0	0	0	0	0	144
Total	0	0	322	252	0	160	290	0	0	133	0	93	0	0	0	0	1,250

GF EB	1.312
GF WB	1.333
GF NB	1.072
GF SB	1.000

SEMINOLE WOODS BLVD & CITATION PKWY (SESAME BLVD)

6	N/A				SESAME BLVD (CITATION BLVD)				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/26/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:15 PM - 05:15 PM	0	0	0	0	1	14	0	150	0	0	252	68	1	240	296	0	1,022
w/ SF	0	0	0	0	1	13	0	143	0	0	239	65	1	228	281	0	971
w/ GF	0	0	0	0	1	14	0	153	0	0	319	70	1	244	375	0	1,177
% Ent						0.86%									23.56%		0
% Exit											23.56%	0.86%					0
Proj Ent	0	0	0	0	0	3	0	0	0	0	0	0	0	0	78	0	81
Proj Exit	0	0	0	0	0	0	0	0	0	0	48	2	0	0	0	0	50
Project Traffic	0	0	0	0	0	3	0	0	0	0	48	2	0	0	78	0	131
Total	0	0	0	0	1	17	0	153	0	0	367	72	1	244	453	0	1,308

GF EB	1.000
GF WB	1.072
GF NB	1.333
GF SB	1.333

Appendix K
City of Palm Coast Turn Lane Technical Guidelines
November 10, 2020

Palm Coast Draft Turn Lane Technical Guidelines on November 10, 2020

The purpose of this document is to assist the City and design professionals regarding turn lane design as part of a development for a property accessing a City street. It determines:

a) when a turn lane is required to be built as a condition of access to the City street, and
b) the required dimensions of the turn lane.

These guidelines provide guidance for developers on what to expect for design and construction requirements on a roadway connecting to their driveway (entrance) when developing a property.

Turn lanes for left-turning and right-turning traffic are desirable for the safe execution of speed change maneuvers. Turn lanes also allow for the storage and protection of left-turning or right-turning vehicles while allowing through traffic to pass safely with minimal induced delay.

Deceleration lanes shall be provided at all intersection and/or access points adjacent to the project on all City-maintained and privately-maintained roadways as required by these guidelines. (Turn lanes along Flagler County owned roadways will be determined by Flagler County after receiving input from the City.) However, these guidelines shall not be construed in any manner to allow a left-turn lane and/or a right-turn lane into a project where such turning movement is not approved by the City.

All table values referenced in this document presume design of a single turn lane. The City will use the latest edition of the Florida Department of Transportation's (FDOT's) publication: "Standard Plans and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (commonly referred to as the "Florida Greenbook") as a design reference. The City will be the sole judge, when backed by engineering analysis, to define whether a multi-lane turn lane design is adequate in dimension.

Turn Volume Thresholds that Require the Addition of a Dedicated Left Turn Lane from the City Street

A left turn lane shall be provided at each access driveway of the project when a Left-Turning Vehicle (LTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the Average Annual Daily Traffic (AADT) from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Left Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	40 LTV/Peak Hour	35 LTV/Peak Hour	50 LTV/Peak Hour	40 LTV/Peak Hour
30 - 35 mph	30 LTV/Peak Hour	25 LTV/Peak Hour	35 LTV/Peak Hour	25 LTV/Peak Hour
40 + mph	20 LTV/Peak Hour	15 LTV/Peak Hour	25 LTV/Peak Hour	20 LTV/Peak Hour

Turn Volume Thresholds that Require the Addition of a Dedicated Right Turn Lane from the City Street

A right turn lane shall be provided at each access driveway of the project when a Right-Turning Vehicle (RTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the AADT from the City's bi-annual traffic counts and projected forward including background

traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Right Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	175 RTV/Peak Hour	150 RTV/Peak Hour	155 RTV/Peak Hour	120 RTV/Peak Hour
30 - 35 mph	120 RTV/Peak Hour	100 RTV/Peak Hour	100 RTV/Peak Hour	70 RTV/Peak Hour
40 + mph	70 RTV/Peak Hour	60 RTV/Peak Hour	60 RTV/Peak Hour	40 RTV/Peak Hour

Other Criteria

When a project's driveway meets at least 75% of the above thresholds for Peak Hour (Weekday AM, Weekday PM or Weekend Mid-Day) left or right turns and at least one of the following criteria is also present, the City, in its sole judgment, may require the developer to provide the turn lane.

1. Sight distance is limited due to curves or hills or other unalterable object.
2. The intersection or driveway is just after a signalized intersection where acceleration or driver expectancy would make a separate right turn desirable (this would also be the case downstream soon after a dual left-turn lane onto a four-lane roadway).
3. At least 50% higher than normal crash experience (or 33% above normal rear-end collisions) or the City has determined that this roadway section has a Level of Service (LOS) of D or lower.
4. Severe skewed angle of the intersection so that right-turn traffic has to slow more than would be expected for a 90-degree turn.
5. The turn-lane into the project occurs at an existing or proposed signalized intersection where adequate right-of-way exists or is available from the development.

Construction Timing

Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.

Turn Lane Design Standards

A turn lane shall consist of the following components: A taper and a full width lane length of a turn lane. The total length of the turn lane shall be the taper length plus the full width lane length.

A taper shall be the longitudinal length of a development of a lane from zero width to full width. Find the length of taper required in the tables below (See Sections *Left turn Lane Table* and *Right Turn Lane Table*).

Turn lane widths shall be a minimum of 11 feet on roadways where the posted speed is 40 mph or less (see exceptions in next sentence).

Turn lane widths, when turn lanes are required, shall be a minimum of 12 feet on roadways where at least one condition below is present:

1. Where the posted speed is 45 mph or greater.
2. With more than two lanes of opposing traffic.
3. With medians at least 16 feet wide separating opposing traffic lanes.

Turn lane length shall be measured along the lane segment constructed at full lane width. The required turn lane length of right turn lanes and left turn lanes exiting the City street shall be determined by choosing the greater of:

1. The minimum full width turn lane length. The minimum full width turn lane length shall be 75 feet.
2. The calculation of full width turn lane length based on conditions in the following tables. Total required full width turn lane length shall be the sum of the deceleration length dimension (See Left Turn Lane Table; See Right Turn Lane Table) plus the storage length dimension (see Storage Length Dimension Table - SLDT).

Shorter turn lanes will not be allowed except under special circumstances as approved by the City.

Storage Length Dimension Table For Unsignalized Intersections*

Largest Peak Hour Volume in Vehicles Per Hour (vph)	Storage Length (feet)*
Up to 25	30
26 to 50	50
51 to 75	75
76 to 100	100
Every additional increment, or partial increment, of 50 vph	75

**Per FDOT Greenbook*

Dimensions in the SLDT presume the traffic in the turn lane consists of less than 5% heavy vehicles (where a heavy vehicle is any vehicle longer than 34 feet including a trailer). If heavy vehicle percentage will be between 5% and 20% of turning vehicles, increase storage length by 20%. If heavy vehicle percentage will be greater than 20% of turning vehicles, increase storage length by 100%.

Left Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for left turn lanes are based on the speed limit of the road and are shown in the following table:

Left Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet)*
Up to 25	50	0	100% of SLDT Value
30	75	0	100% of SLDT Value
35	75	75	100% of SLDT Value
40	90	75	100% of SLDT Value
45	100	100	100% of SLDT Value
50	100	135	100% of SLDT Value

**For 2 Lane Roadways less than 5,000 ADT and for 4-Lane Roadways less than 10,000 ADT, reduce the 100% qualification to 70%.Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length.

Right Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for right turn lanes are based on the speed limit of the road and are shown in the following table:

Right Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet) Stop Condition	Length of Storage (feet) Free Flow
Up to 25	50	0	50% of SLDT Value	0
30	75	0	50% of SLDT Value	0
35	100	75	50% of SLDT Value	25% of SLDT Value
40	100	75	60% of SLDT Value	30% of SLDT Value
45	100	100	75% of SLDT Value	35% of SLDT Value
50 +	100	135	80% of SLDT Value	45% of SLDT Value

**Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length. Right turn lane lengths at traffic signal controlled intersections shall be based on queue lengths determined through an engineering traffic study.

Deviations

The City may grant a deviation from these guidelines in part or in whole after determining that any of the following conditions make compliance infeasible:

1. Right-of-way constraints do not permit the installation of the turn lane or to its full dimensions. This does not include cases where the developer is unwilling to provide the developer's own property from the development under consideration for additional right-of-way to construct or compensate for the turn lane.
2. Existing topographic or roadway geometric features would cause construction of the turn lane to be prohibitively expensive if constructed to standards.
3. Unusual roadway features would cause a turn lane to be detrimental to the health, safety and general welfare of the public. This could include a case where a right-turn lane could negatively impact bicyclists or pedestrians.
4. Such turn lane or in its full dimension would require removal of a specimen or historic tree as described in Section 11.02.04.A of the Land Development Code or significantly impact a high quality wetland.

Calculation Examples

Example 1

A 30 mph 2 lane 2-way road. AADT of 4,000. Heavy Truck percentage into property: 15%. Largest Peak Hour projected left turns: 32 vph. Largest Peak Hour Projected Right Turns 62 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 32 vph > 30 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 62 vph < 120 RTV threshold. No. Right turn lane is not required.

Calculate Left turn Length

See Left Turn Lane Table

For 30 mph,

Taper = 75 feet

Deceleration Length = 0 feet

SLDT for 32 vph = 50 feet

Truck factor for 5 to 20% trucks = 1.2

Full width length = 0 + (1.2 * 50) = 60 feet round up to nearest 10 feet → 60 feet

Final answer: Left turn lane length = 50 foot taper plus 60 feet full width lane = 110 feet.

Full width lane = 11 feet for 30 mph road with no special conditions.

Note: The transition from the typical two-lane width to the beginning of taper is covered in the FDOT Greenbook, which is referenced as the design guidelines for the transition.

Example 2

A 45 mph 4 lane road with divided median. AADT of 12,800. Heavy Truck percentage into property: 2 to 4%. Largest Peak Hour projected Left turns: 44 vph. Largest Peak Hour Projected Right Turns 164 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 44 vph > 20 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 164 vph > 40 RTV threshold Yes. Right turn lane is required.

Calculate Left turn Length

See Left Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 44 vph = 50 feet

Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 * 50) = 150 feet round up to nearest 10 feet → 150 feet

Final answer: Left turn lane length = 100 foot taper plus 150 feet full width lane = 250 feet.

Full width lane = 12 feet for 45 mph road

Calculate Right Turn Length

See Right Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 164 vph = 100 feet plus two units of 50 vph = 100 + (2.0*75) = 250 feet

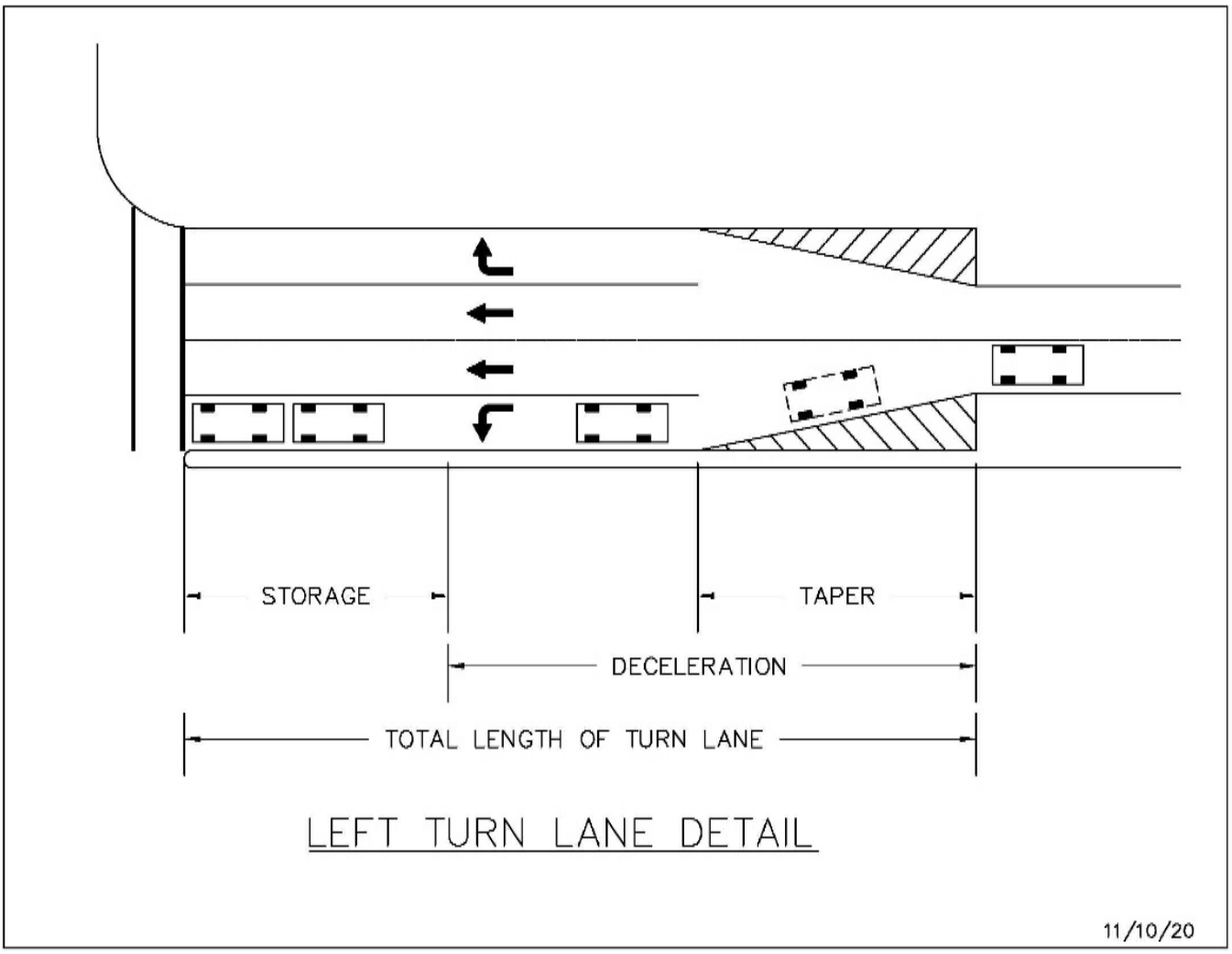
Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 *((0.75) * 250)) = 100 + 187.5 feet = 287.5 feet round up to nearest 10 feet -> 290 feet

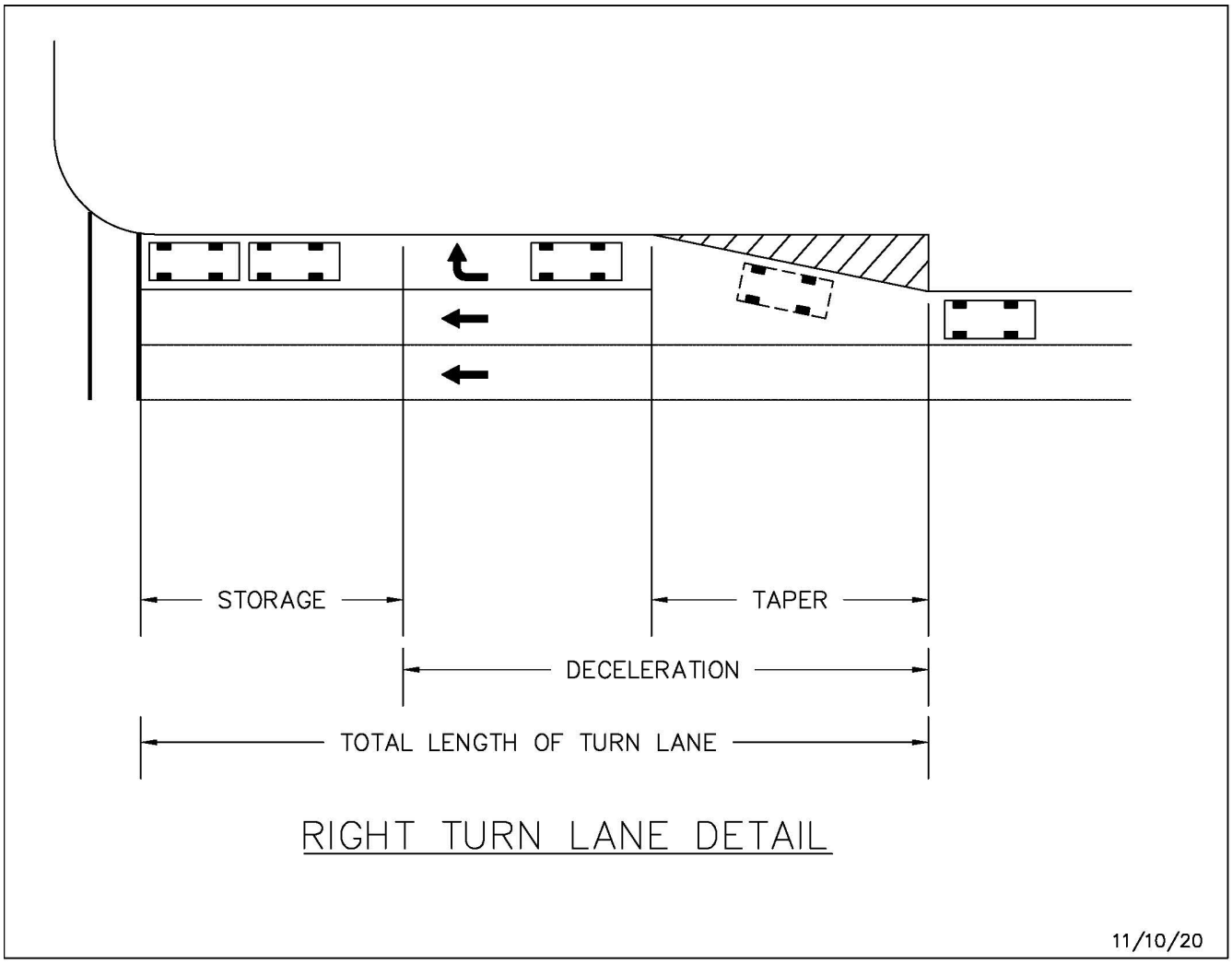
Final answer: Right turn lane length = 100 foot taper plus 290 feet full width lane = 390 feet.

Full width lane = 12 feet for 45 mph road.

Left Turn Lane Detail



Right Turn Lane Detail



NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 30 day of July, 2026 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property as described with **Application #** 6418 & 6419
(# of signs)

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

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas Davidson, 145 City Pl., Ste 301
Palm Coast, FL 32164
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA SEAL
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

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

Please attach a photo of posted sign(s).


City of Palm Coast
NOTICE OF PUBLIC HEARING
Application Number:
Description of Request




NOTICE OF PUBLIC HEARING


City of Palm Coast
NOTICE OF PUBLIC HEARING

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
H.4

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX A ZONING MAP AMENDMENT FOR 331+/- ACRE AREA TO BE REFFERED TO AS SEMINOLE TRACE FROM SINGLE FAMILY RESIDENTIAL-1 (SFR-1) AND PRESERVATION (PRS) TO MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT

Presenter: **Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Planning Manager**

Attachments:

1a. Presentation
1. Ordinance Seminole Trace MPD
2. Exhibit A to Ordinance legal description
3. Exhibit B to Ordinance Proposed Zoning Map
4. Exhibit C to Ordinance MPD Agreement
4a. Conceptual Site Plan for skate park
5. Staff Report
6. Current Zoning
7. Proposed Zoning
8. Application Package Rezoning and Other Correspondences

Background:

Update from the September 1 City Council Meeting

The City Council at their September 1 public hearing voted to table the FLUM amendment and Zoning Map amendment for Seminole Trace. The Council directed the applicant and staff to discuss changes to the MPD agreement.

The applicant has provided an amended MPD agreement which includes the following amendments:

1. Amend Section 3. An amended project description that would limit the number of townhome units to 130. The total number of units remain unchanged at 743.
2. New Section 8 (g). Proposal to convey a skate park as part of the MPD with the following conditions:
    a. Conveyance of 3 acre site to the City at no cost for development and use as a City-owned and maintained skate park,

b. City will be co-applicant for wetland permits and will be responsible for cost of wetland impacts (the applicant has submitted a conceptual site plan that indicates about .56 acres of wetland impacts),
c. City to cooperate to enable Owner to seek federal tax incentives such as: tax deduction, credit, or other tax benefit associated with conveyance of Skate Park parcel,
d. The development of the skate park includes the following conditions:
    i. Owner will mass grade site at Owner's sole cost and expense,
    ii. Owner to extend and stub utility line at Owner's sole cost and expense,
    iii. Owner to size lift station to accommodate flow from skate park at Owner's sole cost and expense (if wastewater service from skate park can be reasonably achieved by gravity flow to lift station),
    iv. Owner to include clearing, grubbing, and grading for Skate Park ("Earthwork") within applicable bid package for construction of project (reference to project is for the larger part of the total project, i.e. the residential development). Owner shall receive park impact fee credits in amount equal to actual cost incurred by Owner,
    v. Shared Entrance Road. Owner to receive impact fee credits equal to 50% of actual cost of entrance to skate park, if road is shared with other phase of development project (the residential subdivision, additionally, the conceptual site plan indicates there may be 1.39 ac. of wetland impacts in order to construct this road-which adds to the cost of the road),
    vi. City will escrow, allocate, and utilize park impact fee collected from development to develop and complete the Skate Park, and
    vii. Other than obligations assigned to owner, the City is responsible for design, permitting, and construction of the skate park

3. Amend Section 9.2 Open Space Ratio for MPD site is increased from 20% to 40%.
4. Amend Section 11. Table of Site Development Requirements. Increase minimum lot width for Townhomes from 18' to 20', and increase minimum front setback for buildings from property line from 15' to 20' and from 10' to 20' for single-family units, and townhouse units, respectively.
5. New Section 11.3. Provide a minimum 15' wide landscape buffer between townhome and single-family residential uses.

Staff response to proposed amendments:

Staff previously recommended denial based on concerns regarding the reduction of the Open Space Ratio in the MPD from 40% to 20%, the minimum lot width of townhomes at 18' and the minimum front setback for buildings from property line at 15' and 10' for single-family homes and townhomes, respectively.

The applicant's amended MPD-DA has addressed the issues above by increasing the Open Space Ratio to 40%, increasing the minimum townhome width to 20' and increasing the minimum front setback for buildings to 20' for both single-family homes and townhomes.

Staff remains concerned with the timely implementation of a skate park as a public benefit based on the following MPD conditions along with other financial considerations:

1. City is to be co-applicant for wetland permits for skate park site and responsible for cost of wetland impacts (a conceptual site plan provided by the applicant indicates .56 of wetland impacts),
2. Applicant seeks impact fee credits for the “earthwork” for the skate park (clearing, grubbing, and grading of skate park site),
3. Applicant seeks impact fee credits equal to 50% of shared entrance road to skate park and potential future subdivision (as shown on the conceptual site plan provided by the applicant, there may be 1.39 acres of wetland impact in order to construct this road),
4. A condition to escrow, allocate, and utilize park impact fee collected from development to complete the skate park (the adequacy of impact fee collected is undetermined at this time due to uncertainty of financial considerations related to impact fee credits and construction costs of skate park).

Previous Background (from Initial Public Hearing):
The proposed zoning map amendment is a companion application to a Future Land Use Map (FLUM) amendment which affects the same subject area. The proposed FLUM amendment proposes to increase the maximum number of dwelling units for the subject area from 416 to 743 along with reconfiguring the residential and conservation areas.

The proposed MPD agreement proposes to introduce Single Family Attached dwelling units (Townhomes) as a permitted use along with deviations from the development standards in the Land Development Code.
The proposed amendment is generally consistent with criteria established in the Land Development Code (LDC) based on the following:

· The amendment is not contrary to the public interest in that the proposed amendment does not cause the public facilities to fall below the established level of service, impacts on facilities below the established level of service will require a mitigation agreement with the service provider,
· The amendment is consistent with Comprehensive Plan policies regarding where to locate residential development,
· The proposed uses in the amendment (single family attached and detached, preservation areas) are consistent with neighboring properties,
· The amendment does not preclude the development from any required federal, state, or local permitting requirements,
· There will not be a significant impact on the environmental conditions within the subject area as a result of the amendment.

Staff finds the following provisions in the proposed MPD agreement to be of issue:

· Reduction of the minimum open space in the MPD’s gross area from 40% as required by LDC Section 3.03.03(I0(1) to 20%. One of the benefits to be provided by an MPD zoning is the flexibility to provide for more open space through the preservation of suitable areas such as wetlands, upland buffers, etc.

· The minimum lot width for interior townhome lot of 18’ Staff finds that a reduction to 18’ townhome lots provide for a challenge in meeting the minimum 25% front yard landscaped area. Additionally, parking standards requires a minimum width of 16’ for two paved parking spaces in the front yard. Combined with an 18’ townhome lot, there is minimal separation between townhome driveways. Require minimum townhome lot width of 20’.

· The minimum front building setback to property line of 10’ and 15’ for townhome and single-family detached unit, respectively. The minimum dimension for an off-street parking space is 20’. The minimum front building setback to property line needs to be established to meet the required parking dimension required in the Land Development Code.

Neighborhood Meeting
As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 11, 2026, at Flagler/Palm Coast High School. The attendees expressed their concern about traffic safety and flooding.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD HELD A PUBLIC HEARING ON AUGUST 19 AND RECOMMENDED THAT CITY COUNCIL DENY THE PROPOSED ZONING MAP AMENDMENT.

City Council
Public Hearing
October 6, 2026

Seminole Trace
FLUM and Zoning Map Amendment
AR # 6418 & 6419

Additional Information Since September 1 City Council Public Hearing

The applicant amendment the MPD-Development Agreement as follows:

1. Amend Section 3. Limit townhome units to 130. Total number remains unchanged at 743.
2. New Section 8 (g). Convey a skate park as part of the MPD with the following conditions:
    a. Convey 3 acre site at no cost for development and use as a City-owned and maintained skate park,
    b. City as co-applicant for wetland permits and responsible for cost of wetland impacts (the applicant has submitted a conceptual site plan that indicates about .56 acres of wetland impacts),
3. City to cooperate to enable Owner to seek federal tax incentives

Additional Information Since September 1 City Council Public Hearing

The applicant amendment the MPD-Development Agreement as follows:

4. The development of the skate park includes the following conditions:
    a. Owner will mass grade site at Owner's sole cost and expense,
    b. Owner to extend and stub utility line at Owner's sole cost and expense,
    c. Owner to size lift station to accommodate flow from skate park at Owner's sole cost and expense (if wastewater service from skate park can be reasonably achieved by gravity flow to lift station),
    d. Owner to include clearing, grubbing, and grading for Skate Park ("Earthwork"). Owner to receive park impact fee credits,

Additional Information Since September 1 City Council Public Hearing

The applicant amendment the MPD-Development Agreement as follows:

e. e. Shared Entrance Road. Owner to receive impact fee credits equal to 50% of actual cost of entrance to skate park, conceptual site plan indicates there may be 1.39 ac. of wetland impacts

f. f. City will escrow, allocate, and utilize park impact fee from development to complete the Skate Park, (City is responsible for design, permitting, and construction of the skate park)

5. Amend Section 9.2 Open Space Ratio for MPD site is increased from 20% to 40%.
6. Amend Section 11. Table of Site Development Requirements. Increase minimum lot width for Townhomes from 18’ to 20’, increase minimum front setback for buildings from property line from 15’ to 20’ and from 10’ to 20’ for single-family units, and townhouse units, respectively.

Additional Information Since September 1 City Council Public Hearing

The applicant amendment the MPD-Development Agreement as follows:

7. New Section 11.3. Provide a minimum 15’ wide landscape buffer between townhome and single-family residential uses.

Additional Information Since September 1 City Council Public Hearing

Staff provides the following analysis:

The applicant has addressed the following issues previously raised by staff:

1. Open Space Ratio increased from 20% to 40%,
2. Minimum townhome width is increased from 18’ to 20’
3. Minimum front setback is increased to 20’ for single-family homes and townhomes.

Additional Information Since September 1 City Council Public Hearing

Staff provides the following analysis:

Staff remains concerned with the timely implementation of a skate park as a public benefit based on the following MPD conditions along with other financial considerations:

1. City as co-applicant for wetland permits for skate park site and responsible for cost of wetland impacts (a conceptual site plan provided by the applicant indicates .56 of wetland impacts),
2. Impact fee credits for the “earthwork” for the skate park (clearing, grubbing, and grading of skate park site),
3. Impact fee credits equal to 50% of shared entrance road to skate park and potential future subdivision (as shown on the conceptual site plan provided by the applicant, there may be 1.39 acres of wetland impact in order to construct this road),

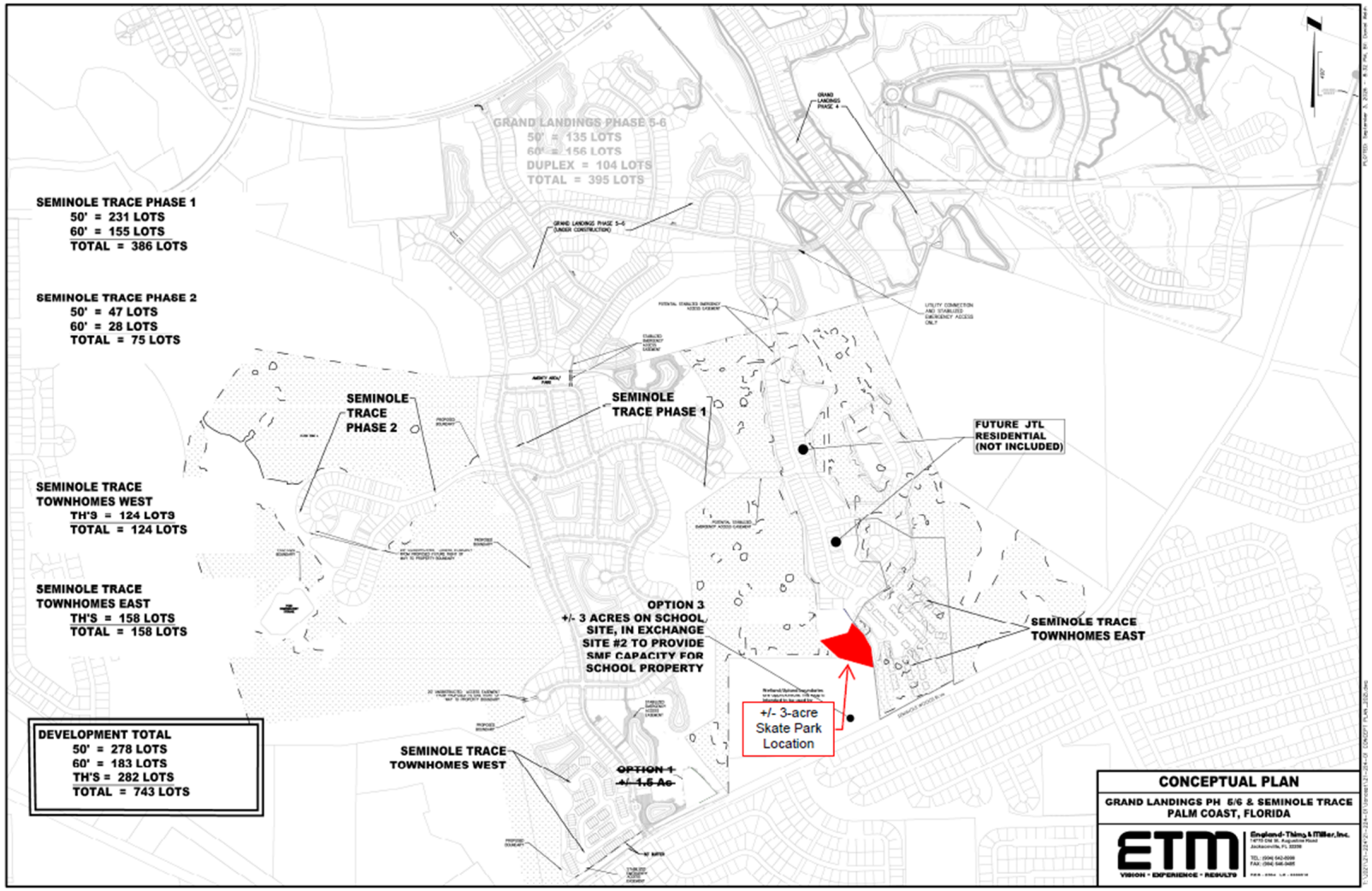
Additional Information Since September 1 City Council Public Hearing

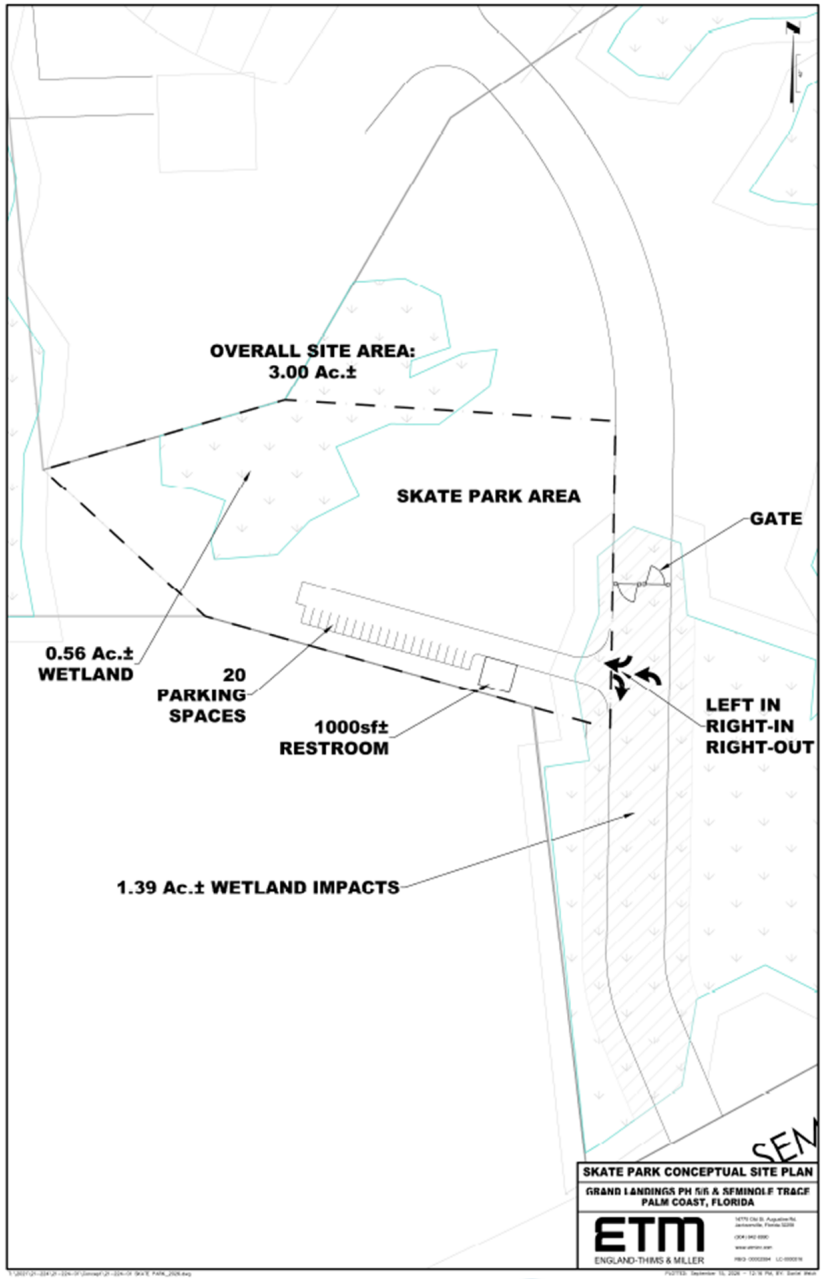
Staff provides the following analysis:

Staff remains concerned with the timely implementation of a skate park as a public benefit based on the following MPD conditions along with other financial considerations:

4. A condition to escrow, allocate, and utilize park impact fee collected from development to complete the skate park (adequacy of impact fee collected is undetermined at this time due to uncertainty of financial considerations related to impact fee credits and construction costs of skate park).

Skate Park-Location and Conceptual Site Plan





PALM COAST

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-__
SEMINOLE TRACE MASTER PLANNED DEVELOPMENT
REZONING APPLICATION #6418

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR 331.1± ACRES OF CERTAIN REAL PROPERTY TO BE KNOWN AS SEMINOLE TRACE AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL-1, AND PRESERVATION TO MASTER PLANNED DEVELOPMENT ZONING DISTRICT ALONG WITH A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, BYRNDOG PCP, LLC, and KL SEMINOLE TRACE LLC, are Florida limited liability companies ("Owners") are the Owners of the property further described in Exhibit "A"; and

WHEREAS, the Owner has requested to amend the Zoning Map Designation for 331.1+/- acres from Single Family Residential-1 and Preservation to Master Planned Development along with a Development Agreement; and

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

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and

supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on August 19, 2026, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

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

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

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

2. The rezoning is compatible as defined in the Unified Land Development Code Section 2.06.03F, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

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

SECTION 2. OFFICIAL ZONING MAP AMENDED

The 331.1± acres of land located approximately 3 miles south of State Road 100 on the westside of Seminole Woods Blvd., legally described in "Exhibit A" and as depicted in "Exhibit B," attached hereto, is hereby amended from Single Family Residential-1, and Preservation to Master Planned Development with a Development Agreement "Exhibit C".

SECTION 3. SEVERABILITY.

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

SECTION 4. CONFLICTS.

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

SECTION 5. EFFECTIVE DATE.

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

APPROVED on the first reading after due public notice and hearing this 6th day of October 2026.

ADOPTED on the second reading after due public notice and hearing this _____ day of _____, 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit "A" – Legal Description of Property Subject to Official Zoning Map Amendment
Exhibit "B" – Revised Official Zoning Map
Exhibit "C" – Master Planned Development Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEYARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF
193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF
334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF
175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH

41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF

212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'1 l " WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH58°53'20" WEST, A DISTANCE OF 15.00FEET; THENCENORTH31°30'01" WEST,ADISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH23°08'51" WEST, A DISTANCE OF 157.59FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'1 l" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'1 l " EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST,ADISTANCEOF 237.18 FEET; THENCE SOUTH73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'1 l" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RlGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY;

THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAYING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF

51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAYING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET,

AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34"

WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13' 19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37' 43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEYARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'1 l" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH58°53'20" WEST, A DISTANCE OF 15.00FEET; THENCENORTH31°30'01" WEST,ADISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH23°08'51" WEST, A DISTANCE OF 157.59FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'1 l" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'1 l " EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST,ADISTANCEOF 237.18 FEET; THENCE SOUTH73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'1 l" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RlGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAYING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAYING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE

NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

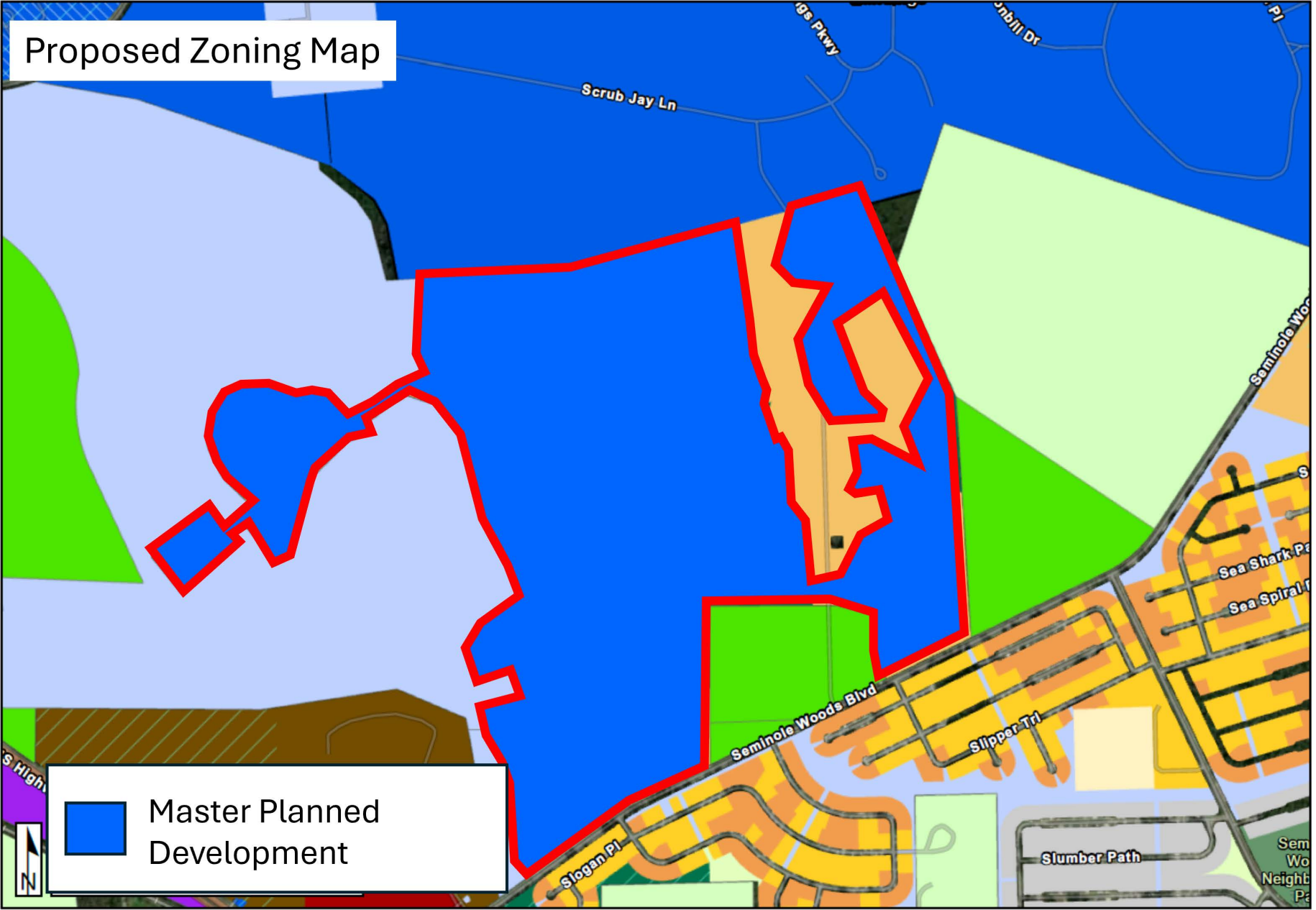
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13' 19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37' 43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.


Proposed Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Tri
Slogan Pl
Slumber Path
Sea Shark Pa
Sea Spiral
Master Planned Development
N

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

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

MASTER PLAN DEVELOPMENT AGREEMENT

FOR SEMINOLE TRACE.

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, 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 **BYRNDOG PCP, LLC, a Florida limited liability company (**herein referred to as "Byrndog"), whose address is 145 City Place, Suite 300B, Palm Coast, Florida 32164, and **KL SEMINOLE TRACE, LLC, a Florida limited liability company, (**herein referred to as 'KL"), whose address is 105 NE 1st Street, Delray Beach, Florida 33444, (collectively hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 331.11 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "1"** and incorporated herein ("Subject Property");

WHEREAS, the Owner desires to develop the Subject Property into a mixed residential use development with both active and passive recreation facilities for its residents.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the "MPD") is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

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

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

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

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

that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a mixed-use residential development consistent with the Conceptual Master Plan(s) attached hereto as Exhibit "2" and as further described herein, consisting of up to seven hundred forty-three (743) residential units; provided, however, that no more than one hundred thirty (130) of the permitted residential units may consist of townhome units. Except for the foregoing limitation upon the total number of townhome units, the residential density authorized by this Development Agreement shall remain unchanged. ~~The Applicant may develop a mixed-use residential development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit "2"** and as further described as follows: up to 743 residential units.~~

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

SECTION 4. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property subject to the terms and conditions of this Development Agreement.

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

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

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

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement and Conceptual Master Plan and any construction documents, and Preliminary Plat for the Subject Property or portions thereof as allowed by Code, provided that: (1) the maximum building height and number of

residential lots described herein are not exceeded; (2) the Subject Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 6. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Conceptual Master Plan with the uses of the Subject Property being limited to those provided on the table provided below. The design standards for the permitted use on the Subject Property shall comply with the LDC or design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	USE
1	SINGLE FAMILY
2	SINGLE FAMILY
3	SINGLE FAMILY OR TOWNHOME
4	SINGLE FAMILY OR TOWNHOME
5	SINGLE FAMILY OR TOWNHOME & CONSERVATION
6	CONSERVATION*

*Owner shall be permitted to make impact to conservation areas for utilities, infrastructure and passive amenities.

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

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

SECTION 7. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

SECTION 8. FACILITY COMMITMENTS.

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

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

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan.

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

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

(f) PARK AND RECREATION: As generally depicted on the Conceptual Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date. In addition, the Owner or its assigns shall construct and maintain an active recreation facility on the Property, which may include but not limited swimming pool, dog park, recreation building and clubhouse sports courts and bathrooms.

(g) CITY SKATE PARK: In furtherance of the recreational improvements contemplated by this Development Agreement, the Owner and City agree as follows:

i. Skate Park Parcel. Owner shall convey to the City, at no cost to the City, a parcel of land containing up to three (3) acres at a location mutually acceptable to Owner and City (the "Skate Park Parcel") for development and use as a City-owned and maintained skate park (the "Skate Park"). The location of the Skate Park is generally depicted on Exhibit "C" with the exact location be determined at the time of platting. The parties acknowledge that impacts to wetlands located within or adjacent to the Skate Park Parcel may be necessary to provide access to, and/or allow the efficient layout and development of, the Skate Park, subject to receipt of all required governmental permits and approvals.

ii. Wetland Permitting. If wetland impacts are necessary for access to or development of the

Skate Park, the City shall join with Owner as a co-applicant for all required Florida Department of Environmental Protection ("FDEP") and St. Johns River Water Management District ("SJRWMD") permits relating to such wetland impacts and shall reasonably cooperate with Owner in connection with such permitting. The City shall be responsible for the cost of wetland impact associated with the development of Skate Park and make such payment within thirty (30) day after payment is requested.

iii. Federal Tax Incentives. The City shall reasonably cooperate with Owner, including the execution of customary documents reasonably required from the City, to enable Owner to seek any available federal tax deduction, credit, incentive, or other tax benefit associated with the conveyance of the Skate Park Parcel.

iv. Skate Park Development Plans:

A. Mass Grading. Owner shall include the mass grading necessary for the Skate Park in the Project's overall construction plans and shall perform such mass grading at Owner's sole cost and expense.

B. Utility Stubs. Owner shall extend and stub potable water, wastewater, and reclaimed water service to the boundary of the Skate Park Parcel at Owner's sole cost and expense.

C. Lift Station. If wastewater service from the Skate Park can reasonably achieve gravity flow to a lift station being constructed by Owner for the Project, Owner shall size such lift station to accommodate the anticipated wastewater flows generated by the Skate Park, at Owner's sole cost and expense.

D. Skate Park Earthwork. To take advantage of efficiencies and pricing associated with construction of the Project, Owner shall include the clearing, grubbing, and grading required for the Skate Park (collectively, the "Earthwork") within the applicable bid package or packages for construction of the Project. If the City elects to have Owner perform the Earthwork, Owner shall perform the Earthwork and shall receive park impact fee credits in an amount equal to the actual, documented cost incurred by Owner in performing the Earthwork, subject to applicable law.

E. Shared Entrance Road. If the Skate Park and residential portion of the Project utilize a common or shared entrance road, Owner shall receive applicable impact fee credits equal to 50% of the actual, documented cost incurred by Owner to construct the shared entrance road to the entrance of the Skate Park.

F. Impact Fee Restriction. To expedite the development of the skate park, the City shall escrow, allocate and utilize all park impact fee revenues attributable to development of the Subject Property for such purposes toward the development and completion of the Skate Park. Following completion of the Skate Park, any remaining funds shall no longer be restricted.

G. City Responsibilities. Except for the obligations expressly assigned to Owner under this Section, the City shall be solely responsible, at the City's sole cost and expense, for the design, permitting, and construction of the Skate Park.

SECTION 9. DEVELOPMENT STANDARDS.

9.1 PARKING: Parking requirements for the Subject Property shall be controlled by the LDC.

9.2 OPEN SPACE: The Owner conveyed +/- 345 acres of lands to the County in 2005 to preserve as conservation lands; therefore, the minimum open space shall be ~~twenty percent (20%)~~forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

9.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility. This development agreement does no constitute a reservation of capacity for water/wastewater. Available capacity for any residence shall be required prior to the release of a certificate of occupancy. ~~As community benefit the Owner shall convey two (2) well sites the City of Flagler Beach at a mutually agreeable location. The conveyance shall occur within one (1) year after approval of this Agreement.~~

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

9.5 DRAINAGE:

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

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

9.6 LANDSCAPING: No potable water shall be used for irrigation once a reclaimed water source is available after which all landscaping and irrigation shall comply with the LDC except for perimeter buffers.

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

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

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

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

9.11 RESOURCE PROTECTION:

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

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

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

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

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

9.15 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation

Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC.

9.16 SIGNAGE: Signage shall be consistent with the LDC.

SECTION 10. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

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

SECTION 11. LOT AND BUILDING STANDARDS.

11.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for the permitted use shall comply with the LDC for single-family (SF) and townhomes and are as follows:

Site Development Requirements

Type	SF	Townhome

Min. Distance Between Buildings*	**10'**	**10'**
Min. Bldg. Setback to Water	**20'**	**20'**
Max. Bldg. Height	**35'**	**35'**
Min. Front Bldg. Setback to Property Line	**2015'**	**2010'**
Min. Bldg. Rear Yard Setback	**10'**	**10'**
~~**Minimum Front Setback from Right of Way**~~	~~**20'**~~	~~**20'**~~
Minimum Bldg. Side Street or Rear Yard Setback	**15'**	**15'**
Min. Lot Size (SF)	**4,000 sf**	**1,600 sf**
Minimum Lot Width	**40'**	**~~18'~~20'**
Max. Impervious Surface Ratio**	**70%**	**80%**

* Shall be measured as the distance between walls of adjacent structures.
*** Impervious Surface Ratios shall be applicable to each Tract.

(Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased. Flag Lots are prohibited.)

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

11.3 TOWNHOME/SINGLE-FAMILY BUFFER**:** Where any townhome use directly abuts a single-family residential use, Owner shall provide a minimum fifteen-foot (15') wide landscape buffer along the common boundary between the townhome and single-family residential uses. Such buffer shall include a landscaped berm.

SECTION 12. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the Owner of

the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

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

SECTION 13. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting. Notwithstanding the foregoing, Owner shall be entitled to all impact fee credits expressly provided for in Section 8(g) of this Development Agreement, and such credits shall be applied against applicable impact fees otherwise due from development of the Subject Property to the fullest extent permitted by applicable law.

SECTION 14. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association or community development district, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the "Association"). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these

requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: BYRNDOG PCP, LLC
145 City Place, Suite 300B
Palm Coast, FL 32164
KL SEMINOLE TRACE, LLC
105 NE 1st Street
Delray Beach, FL 33444

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 17. SEVERABILITY.

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

SECTION 18. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

(e) If state or federal laws are enacted after execution of this Development Agreement which are applicable to and preclude the parties' compliance with this

Development Agreement, this Development Agreement shall be modified or revoked as necessary to comply with the relevant law.

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

SECTION 20. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire 30 years from the Effective Date.

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

SECTION 21. RECORDATION.

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

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. 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 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

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

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

SECTION 28. 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 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

SECTION 31. 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 32. 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 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

(c) Notwithstanding anything to the contrary, Byrndog PCP, LLC shall have the sole and exclusive authority, on behalf of the Owner, to request, approve, and execute any

amendment, modification, waiver, or extension of this Development Agreement or the Conceptual Master Plan. No other present or future owner of any portion of the Subject Property shall have any such authority or right of approval. Any amendment executed by Byrndog and approved by the City Council, when required, shall bind the entire Subject Property and all owners, successors, and assigns.

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

SIGNATURES INTENTIONALLY OMITTED TO NEXT PAGE

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

CITY OF PALM COAST, FLORIDA

_____

Mike Norris, Mayor

ATTEST:

_____

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Mike Norris, 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:

_____

_____

(print)

_____

_____

(print)

"OWNER"
Byrndog PCP, LLC, a Florida limited liability company

By:_____

Jeffrey R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jeff R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC, a Florida limited liability company (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

"OWNER"
KL SEMINOLE TRACE, LLC, a Florida limited liability company

_____

_____

(print)

By:_____

James P. Harvey, as Manager of The Kolter Group, LLC, Manager of KL Seminole Trace, LLC

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by James P. Harvey, as Manager of The Kolter Group, LLC, as Manager of KL Seminole Trace, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT “1”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12"

EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID

CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE

OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A

DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH

27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO

THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF

50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY

A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE

SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID

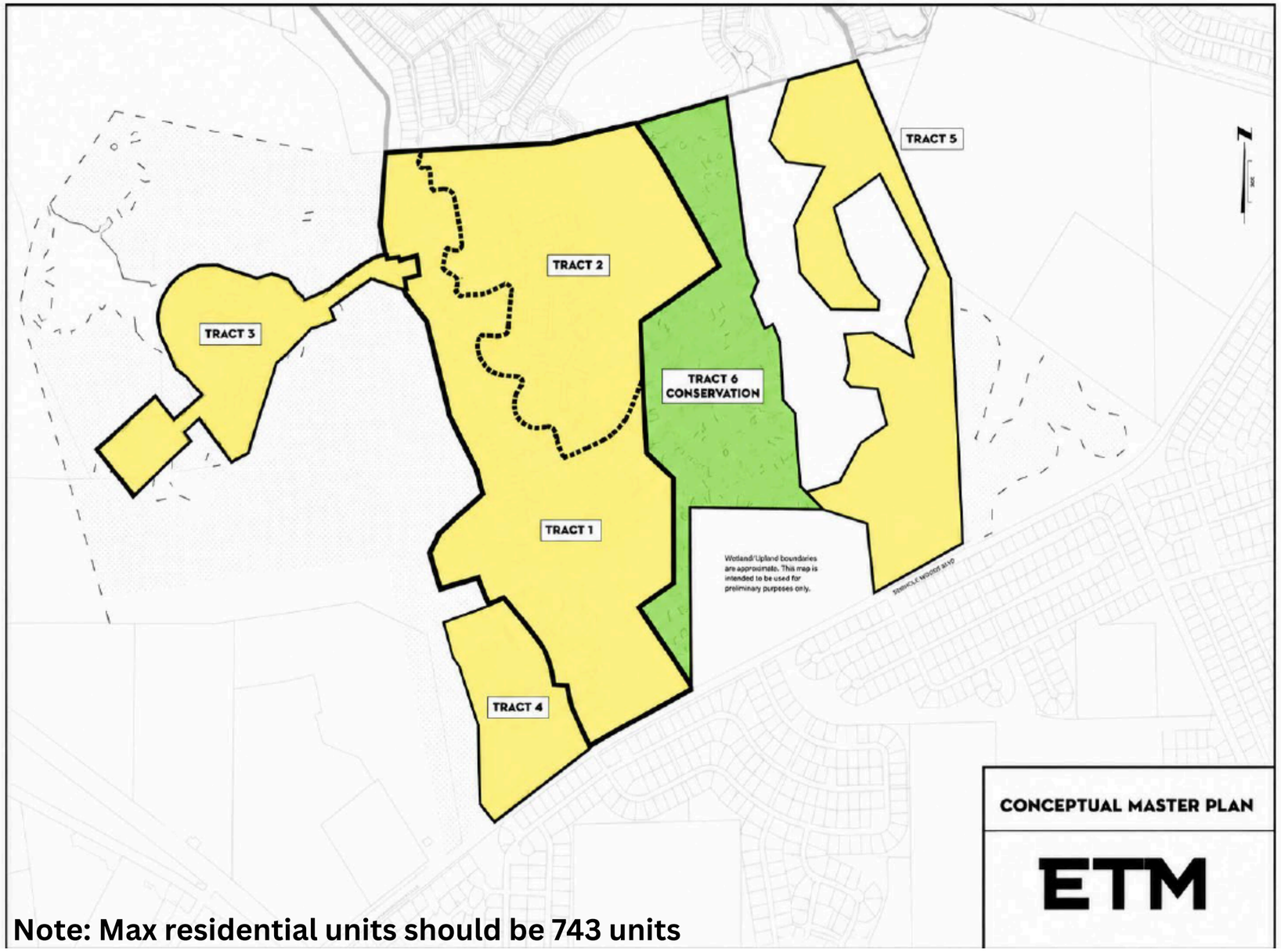
CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE

LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN

Conceptual Master Plan



Note: Max residential units should be 743 units

Exhibit "C"

SEMINOLE TRACE PHASE 1
50' = 231 LOTS
60' = 155 LOTS
TOTAL = 386 LOTS

SEMINOLE TRACE PHASE 2
50' = 47 LOTS
60' = 28 LOTS
TOTAL = 75 LOTS

SEMINOLE TRACE TOWNHOMES WEST
TH'S = 124 LOTS
TOTAL = 124 LOTS

SEMINOLE TRACE TOWNHOMES EAST
TH'S = 158 LOTS
TOTAL = 158 LOTS

DEVELOPMENT TOTAL
50' = 278 LOTS
60' = 183 LOTS
TH'S = 282 LOTS
TOTAL = 743 LOTS

GRAND LANDINGS PHASE 5-6
50' = 135 LOTS
60' = 156 LOTS
DUPLEX = 104 LOTS
TOTAL = 395 LOTS

GRAND LANDINGS PHASE 4

GRAND LANDINGS PHASE 5-6 (UNDER CONSTRUCTION)

POTENTIAL STABILIZED EMERGENCY ACCESS EASEMENT

UTILITY CONNECTION AND STABILIZED EMERGENCY ACCESS ONLY

STABILIZED EMERGENCY ACCESS EASEMENT

AMENITY AREA/ PARK

SEMINOLE TRACE PHASE 2

SEMINOLE TRACE PHASE 1

PROPOSED BOUNDARY

FLOOD ZONE A

FUTURE JTL RESIDENTIAL (NOT INCLUDED)

POTENTIAL STABILIZED EMERGENCY ACCESS EASEMENT

PROPOSED BOUNDARY

20' UNOBSTRUCTED ACCESS EASEMENT FROM PROPOSED FUTURE RIGHT OF WAY TO PROPERTY BOUNDARY

POND CONTEMPORARY STORAGE

OPTION 3
+/- 3 ACRES ON SCHOOL SITE, IN EXCHANGE SITE #2 TO PROVIDE SMF CAPACITY FOR SCHOOL PROPERTY

SEMINOLE TRACE TOWNHOMES EAST

Wetland/Upland boundaries are approximate. This map is intended to be used for

+/- 3-acre Skate Park Location

SEMINOLE WOODS BLVD

20' UNOBSTRUCTED ACCESS EASEMENT FROM PROPOSED FUTURE RIGHT OF WAY TO PROPERTY BOUNDARY

STABILIZED EMERGENCY ACCESS EASEMENT

SEMINOLE TRACE TOWNHOMES WEST

~~OPTION 1~~
~~+/- 1.5 Ac~~

60' BUFFER

STABILIZED EMERGENCY ACCESS EASEMENT

400'

PLOTTED: September 3, 2026 – 8:32 PM, BY: Daniel Welch

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CONCEPTUAL PLAN

GRAND LANDINGS PH 5/6 & SEMINOLE TRACE
PALM COAST, FLORIDA

ETM
VISION • EXPERIENCE • RESULTS
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
REG - 2584 LC - 0000316

N

40'

OVERALL SITE AREA:
3.00 Ac.±

SKATE PARK AREA

GATE

0.56 Ac.±
WETLAND

20
PARKING
SPACES

1000sf±
RESTROOM

LEFT IN
RIGHT-IN
RIGHT-OUT

1.39 Ac.± WETLAND IMPACTS

SKATE PARK CONCEPTUAL SITE PLAN

GRAND LANDINGS PH 5/6 & SEMINOLE TRACE
PALM COAST, FLORIDA

ETM
ENGLAND-THIMS & MILLER

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258

(904) 642-8990

www.etminc.com

REG- 00002584 LC-0000316

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PLOTTED: September 15, 2026 – 12:16 PM, BY: Daniel Welch

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR THE SEMINOLE TRACE MPD REZONING
CITY COUNCIL
SEPTEMBER 1, 2026

OVERVIEW

Application Number:	6418
Applicant:	Michael D. Chiumento, III
Property Description:	331+/- acres located about ½ mile north of US Highway 1 on the westside of Seminole Woods Blvd. Subject property includes the Seminole Trace Subdivision Phase 1.
Property Owners:	Byrndog PCP, LLC and KL Seminole Trace, LLC
Parcel Address:	N/A
Current FLUM:	Residential and Conservation with a policy limit of maximum 416 dwelling units
Current Zoning:	Single Family Residential-1 and Preservation
Current Use:	Approximately 160 acres platted as Seminole Trace subdivision (composed of 386 lots). The remainder of the subject property is vacant (pine silviculture) and wetlands.
Size of Property:	331.1+/- acres
Requested Action:	Rezoning from Single-Family Residential-1 (SFR-1), and Preservation (PRS) Zoning Districts to Master Planned Development with Development Agreement

ANALYSIS

REQUESTED ACTION

This proposed zoning map amendment is a companion application for a Future Land Use Map amendment to increase the maximum number of dwelling units in the subject area from 416 to 743. The zoning map amendment proposes to rezone a 331.1 +/- acre area located on the northwest side of Seminole Woods Blvd. about ½ mile northeast of US Highway 1 from Single-Family Residential-1 (SFR-1), and Preservation (PRS) Zoning Districts to Master Planned Development with a Development Agreement.

BACKGROUND/SITE HISTORY

In 2004, the Flagler County Board of County Commissioners amended the FLUM designation for the Cascades to Residential Low Density/Rural Estate. After the amendment to the FLUM designation, a PUD Agreement was approved by Flagler County in 2005 (called the Cascades at Grand Landings). The PUD agreement covered an area of 682.6 acres and permitted 416 single-family residential units. As part of the FLUM and PUD agreement approval, approximately 354 acres of mainly wetlands and environmentally sensitive areas was transferred to Flagler County ownership in 2005.

In 2023, the Cascades Planning Area was the subject of an Annexation, FLUM and Zoning Map amendment in the City of Palm Coast. The annexation covered the entirety of the 331.1+/- acre site that is the subject of this Application. The FLUM and Zoning Map amendments were a process to provide the subject property with an appropriate City of Palm Coast Future Land Use Map (FLUM) and Zoning Map designation.

The request from the landowners consisted of a FLUM designation of Residential, and Conservation with a maximum number of dwelling units of 850 and a Zoning designation of Single Family-Residential-1 and Multi-family Residential-2, and Preservation for the Cascades Planning Area. The proposed FLUM and Zoning Map designations were approved by City Council at their first reading on August 16, 2023. At the second reading for the request on Nov. 7, 2023, City Council approved an amendment that reduced the number of maximum units within Cascade Planning Area to 416. Additionally, the approval for the proposed zoning map amendment eliminated the Multi-Family Residential-2 zoned areas (approved at first reading) and rezoned them to Single Family Residential-1.

After zoning approval, subsequent applications led to the approval of a 386-lot single family residential subdivision. The final plat for the 386-unit subdivision known as Seminole Trace was approved in May 2026.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Residential and Conservation with a residential cap of 416 dwelling units	Residential with a cap of 743 residential units and redrawing of Conservation and Residential areas.
Zoning District	Single Family Residential-1 and Preservation	Master Planned Development with Development Agreement
Use	Seminole Trace Subdivision (386 lots) and stormwater ponds, open space, recreational areas and Vacant with Pine Silviculture and wetlands	Single-family attached and detached units and Preservation areas
Acreage	331.1+/- acres	331.1+/- acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential
	Zoning:	Grand Landings Master Planned Development (MPD) SFR-1 uses
EAST:	FLUM:	Flagler County Agricultural/Timberlands
	Zoning:	Flagler County Agricultural and New Rural Communities (NRC)
SOUTH:	FLUM:	Residential
	Zoning:	Single-Family Residential 2 and 3 (SFR-2 and SFR-3)
WEST:	FLUM:	Flagler County Conservation
	Zoning:	Flagler County Planned Unit Development (PUD) wetland areas

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

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

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

Staff Finding: The proposed Master Planned Development (MPD) zoning is permitted in the Residential FLUM category. The difference between the current zoning districts (SFR-1 and PRS) and the proposed Master Planned Development (MPD) is the introduction of attached single-family units (townhomes) as a permitted housing type. Multi-family uses (apartments) are not permitted.

As stated in the MPD agreement, the owner agrees to construct at a minimum on-site improvements in addition to payment of all impact fees. These private improvements include parking areas, utilities, master stormwater system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping. This is typical of other MPD agreements.

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 policies and goal of the Comprehensive Plan:

- **<u>Chapter 1 Future Land Use Element:</u>**

  -Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

  Analysis: The subject property has a FLUM designation of Residential and Conservation. The proposed amendment to Master Planned Development is allowed in Residential and Conservation FLUM designations.

  Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be mixed with retail, service, office, commercial, and other

land uses. It shall be supported that MPD's are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

Analysis: The proposed MPD designation will allow the proposed single-family attached and detached units mixed with large tracts of conservation areas. The MPD is located along a minor arterial (Seminole Woods Blvd.) with connections to two major arterials (State Road 100 and US-1).

Policy 1.1.4.3 – Land use patterns are 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: The proposed amendment is consistent with Policy 1.1.4.3, the potential of additional residential use along a major collector (Seminole Woods Blvd.) is appropriate. Furthermore, Seminole Woods Blvd. as a collector road provides direct access to a major commercial corridor in the City (State Road 100), as well as one of the main north-south routes in the County (US-1). Finally, water and wastewater mains are within proximate distance of the project site and will be extended by the developer/property owner.

The additional number of dwelling units proposed in the amendment will add to the demand on the City's capacity for water and sewer treatment. The impact of this demand will be further reviewed and analyzed as part of the technical review process (either technical site plan or a plat) to determine adequacy of capacity to serve any proposed development. Any deficiency in treatment capacity may require denial of a development order or a mitigation agreement to address the deficiency.

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

Staff Finding: Potable water and sewer service lines are available nearby to serve the project but will need to be extended to the site by the developer. The proposed amendment to MPD will increase the number of potential dwelling units from 416 to 743. In order to move forward with development of the additional units, there must be adequate water capacity and central sewer service capacity. The impact of this additional demand will be further reviewed and analyzed as part of the technical review process through either a technical site plan or a preliminary plat application. Evidence must be provided that treatment capacity exists to serve the potential development within the subject parcel. Deficiency in the treatment capacity may result in denial of development order or development of mitigation agreement to address the deficiency.

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 rezoning to Master Planned Development (MPD) is compatible with neighboring properties since the allowed uses (single family detached and attached units) are similar to the permitted development in the surrounding area.

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

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

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

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 provided above, the proposed MPD rezoning and Development Agreement 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 MPD-DA proposes development standards that are consistent with other standards found in the Land Development Code. However, staff notes that the proposed MPD-DA does include the following items of concern.

First, the proposed MPD-DA proposes minimum open space of 20% of the subject property's gross area. Given the conservation areas and wetland areas already available within the subject property along with other open space areas like stormwater ponds, staff is recommending that the open space remain at 40% of subject property's gross area consistent with the LDC section 3.03.03(I)(1). As stated in the LDC, *the approval of an MPD will be based on the finding that the submittal results in one or more of the following:*

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or

2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

Staff finds that a reduction in the open space requirement from 40% to 20% is inconsistent with the LDC criteria for approval of an MPD.

Second, the MPD-DA proposes a minimum townhome lot width of 18'. Staff finds this width problematic due to the LDC requirement of providing 25% landscaped planting area in front of the home's building façade out to the front property line. Additionally, the LDC requires a minimum width of 16' for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18' leaves minimal separation between townhome driveways.

Third, the MPD-DA proposes minimum front building setback to the property line of 15' and 10' for single-family and townhome, respectively. These dimensions are inconsistent with requirement in the LDC for driveways to extend a minimum of 20' from the garage door. Additionally, the driveways must have a minimum width of 16'.

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

Staff Finding: The proposed development's character and density/intensity are consistent with that found in the surrounding area. To the north of the property is Grand Landings Phase 5 and 6 which are composed of single family attached and detached units with minimum lot widths of 40'. South of the subject parcel is Seminole Woods Blvd. along with Single Family Residential uses on the original ITT lots. To the west are conservation lands and to the east are vacant lands which include an approximately 119 acre site that is currently under review by Flagler County for a FLUM and Zoning Map amendment (Proposed FLUM of Mixed Use:High Intensity and zoning map amendment to Planned Unit Development).

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

Staff Finding: See analysis above for Criteria C.

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 proposed development will be required to meet the Level of Service standards listed in Exhibit 8.1 of the Comprehensive Plan. Any deficiency in the LOS will require mitigation by the developer through potentially a proportionate share payment or agreement to mitigate for the deficiency in public infrastructure. These agreements may be between the developer and the City and in the case of school facilities, with the School District.

Impacts on surface drainage, flood control, and soil conservation will follow Federal Emergency Management Agency (FEMA) rules and regulations and LDC Section 10.02. Stormwater Management systems will be designed and permitted in accordance with SJRWMD and FDEP regulations. Any pollution and environmental concerns will be subject to Code of Ordinances Chapter 24, Article II.

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

Staff Finding: The MPD-DA does not provide a phasing plan for the development. It is important to note that the MPD does include a 386 lot subdivision that is pending approval for its final plat. Should the proposed FLUM and Zoning Map amendment be approved for this project, the remaining units may be developed in multiple phases. As required by the MPD, each "phase" will include infrastructure to support the proposed uses (including water/wastewater service, drainage, roads, and pedestrian facilities). The provision of infrastructure is to be concurrent with the construction of each phase and must be complete prior to issuance of building permits.

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

Staff Finding: As provided above, the required infrastructure must be available to support the proposed development concurrent with its impacts. Review of the traffic impacts will not cause any road segments to fall below the level of service. If the proposed FLUM and Zoning Map Amendment is approved, a review of site access and traffic operations will be conducted and may result in the need to provide operational improvements (turn lanes, extending turn

lanes, intersection improvement or traffic control in the form of traffic signal or roundabout) 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 rezoning to MPD provides an opportunity to provide another type of dwelling unit (townhomes). As previously stated, approval of an MPD zoning should provide a *recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and also* provide for *the long term protection of natural resources and natural features of a significant quantity and/or quality*.

As previously analyzed, the applicant has proposed a minimum 20% of open space, but staff is recommending the open space requirement of 40% as required by the LDC be maintained.

Regarding a recognizable and material benefit to the ultimate users of the project and to the community, the applicant in their July 21, 2026 letter provided the following as the public benefits tied to the MPD rezoning application.

1. Public Utility Infrastructure. The property owner has constructed public water and wastewater utility infrastructure within the public right-of-way on behalf of the City pursuant to a utility credit agreement. This infrastructure expands the City's utility system and facilitates orderly development within this area.

2. Integrated Mixed Residential Community. The MPD provides for the coordinated development of a homogeneous mixed residential community utilizing shared amenities and common facilities under a unified master development plan.

3. Emergency Access. The development provides a public emergency access connection between Summit Woods (sic) *and Citation Boulevard, improving emergency access and connectivity for the surrounding area.*

4. Well Sites. At the request of the City of Flagler Beach, the Owner will convey two (2) well sites to the City of Flagler Beach at no costs. Otherwise, the Owner will sell the two (2) sites to the City in an amount greater than $1,000,000.00.

Staff finds the following regarding the public benefits:

1. The property owner's construction of public water and sewer infrastructure was pursuant to a utility credit agreement and thus the property owner received credits (due compensation) for construction over and above the required system for their development.
2. Integrated Mixed Residential Community. Staff recognizes that the MPD will provide more options for housing types (although this is not a requirement of the Development Agreement) and could benefit potential owners from a greater range of household income.
3. Emergency Access. The development does provide a connection between Seminole Woods Blvd. and Citation Blvd. in an emergency.

4. Well Sites. The donation of well sites to Flagler Beach stands to benefit Flagler Beach and customers of Flagler Beach utilities, but not necessarily the residents of Palm Coast who would have the immediate impact of the proposed zoning change to MPD.

Staff recommends that the applicant provide a more recognizable and material benefit to the ultimate users of the project and to the community (immediate residents and general population of Palm Coast).

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

Staff Finding: There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

J. Impact upon the environment or natural resources.

Staff Finding: The proposed MPD Conceptual Plan map proposes to protect a large swath of wetlands (approximately 45 acres) that bisects the subject property. It is important to note that the subdivision within the subject parcel (the Cascades) includes areas of open space/wetland preservation/upland buffer areas that are not going to be impacted by the proposed zoning map amendment.

K. Impact on the economy of any affected area.

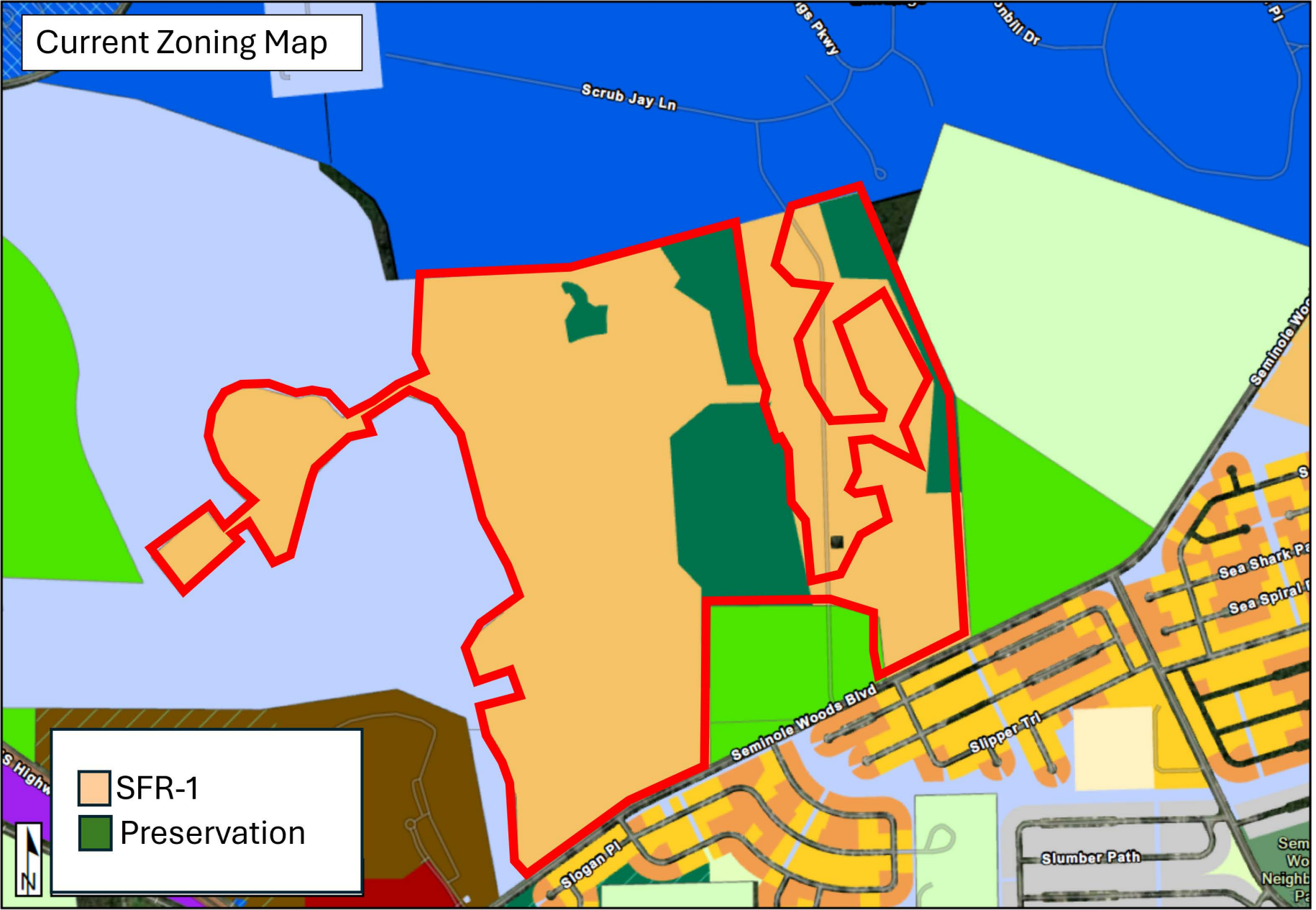
Staff Finding: If approved, the proposed amendment will provide temporary construction jobs during its construction.

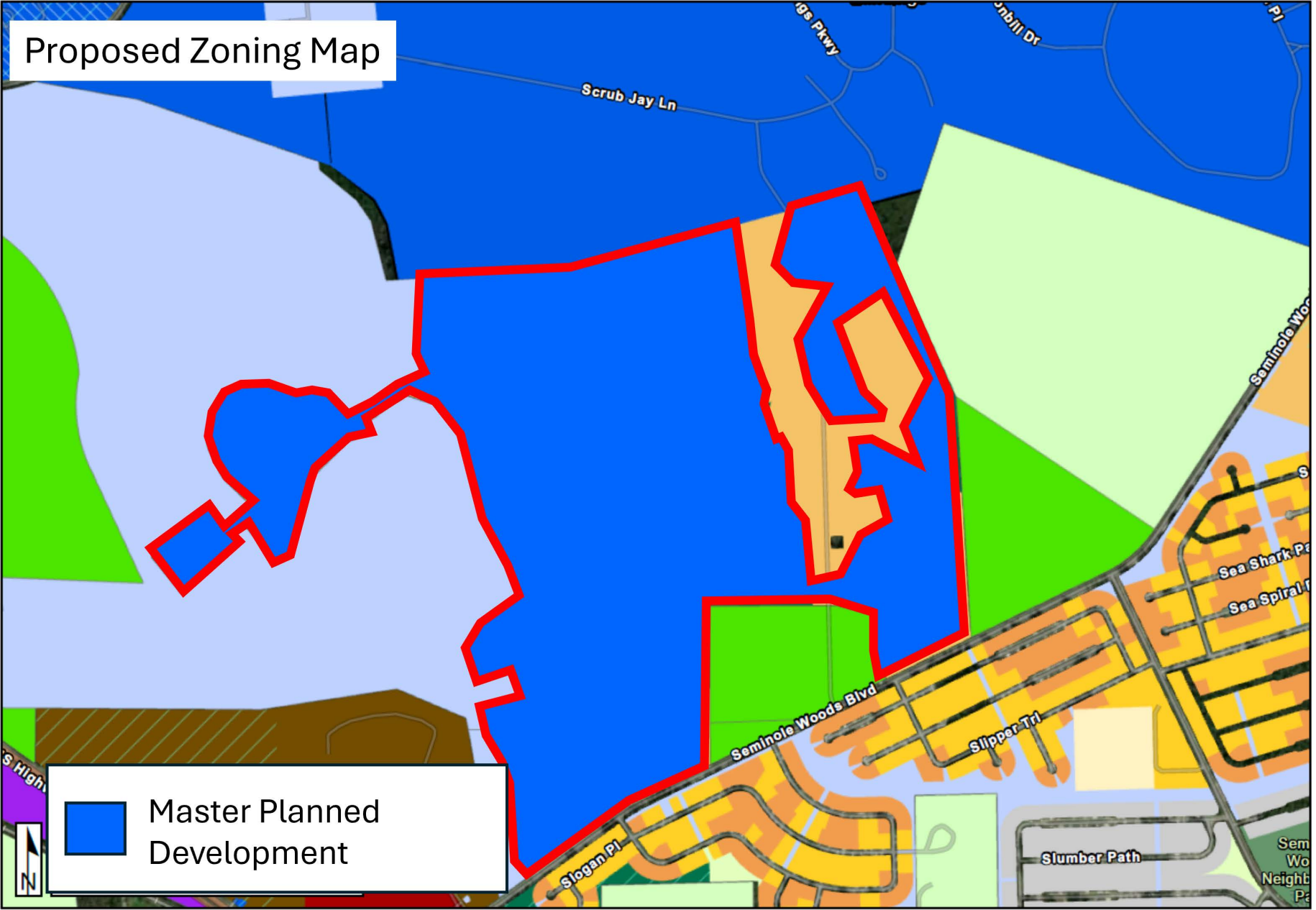
PUBLIC PARTICIPATION

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 11, 2026 at Flagler/Palm Coast High School. The attendees expressed their concern about traffic safety and flooding.

RECOMMENDATION

The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY/APPROVE WITH CONDITIONS the proposed zoning map amendment. (Staff will provide the results at the CC Public Hearing)


Current Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Trl
Slogan Pl
Slumber Path
Sea Shark Pa
SFR-1
Preservation
N


Proposed Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Tri
Slogan Pl
Slumber Path
Sea Shark Pa
Sea Spiral
Master Planned Development
N

GENERAL APPLICATION: ☐ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Cascades

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Exhibit "A" Subdivision Name; ____Section; _____ Block; _____Lot

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 375.4 acres

F. FUTURE LAND USE MAP DESIGNATION: Residential EXISTING ZONING DISTRICT: SFR-1

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Vacant/Residential

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Rezone to MPD

J. PROPOSED NUMBER OF LOTS: _____

K. CHECK APPROPRIATE BOX FOR SITE PLAN:

☐ Tier 1 (up to 40,000 sq. ft. / 40 units)

☐ Tier 2 (up to 100,000 sq. ft. / 100 units)

☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☐ No

OWNER:	APPLICANT / AGENT:
Name: Byrndog PCP, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address:	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number: 386-445-8900 ext 102
E-mail Address:	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ Jeffrey R. Douglas, as President of Douglas Property & Management, Inc., Manager of Byrndog PCP, LLC

Printed or typed name(s): Jeffrey R. Douglas

NOTARY: This instrument was acknowledged before me on this _____ **day of** August, **20** 25 **by** Jeffrey R. Douglas, as President of Douglas Property & Management, Inc., Manager of Byrndog PCP, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: December 8, 2028

_____
Signature of Notary Public, State of Florida

OWNER:	APPLICANT / AGENT:
Name: KL Seminole Trace, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 105 NE 1st Street Delray Beach, FL 33444	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number:
E-mail Address:	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number:	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ KL Seminole Trace, LLC
By: The Kolter Group, LLC, Manager

Printed or typed name(s): James P. Harvey

NOTARY: This instrument was acknowledged before me on this 25 day of August, 2025 by

James P. Harvey who is/are personally known to me, or who has/have produced

_____ as identification.

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028
(SEAL)

Signature of Notary Public, State of Florida

OWNER:	APPLICANT / AGENT:
Name: JTL Grand Landings Development, LLC	Name: Michael D. Chiumento III
Mailing Address: 16660 Dallas Parkway Suite 1600 Dallas, TX 75248	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number:
E-mail Address:	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number:	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ _____

Printed or typed name(s): David West _____ _____

NOTARY: This instrument was acknowledged before me on this 21 **day of** August, **20**25 **by** David M. West, as Manager of JTL Grand Landings Development, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Eric Phillip Hannaman
My Commission Expires
6/2/2026
Notary ID 131582551

_____
Signature of Notary Public, State of ~~Florida~~ TEXAS

EXHIBIT “A”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A

DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE

OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A

CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF

223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH

64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE

OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

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DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

JTL GRAND LANDINGS DEVELOPMENT, LLC

29-12-31-0000-01010-0025 (44.06 acres)
29-12-31-0000-01010-0010 (0.23 acres)

BYRNDOG PCP, LLC

29-12-31-0000-01010-0021 (166.23 acres)
32-12-31-0650-000B0-0020 (20.67 acres)
30-12-31-0000-01020-0040 (35.89 acres)
31-12-31-0000-01070-0030 (2.80 acres)

KL SEMINOLE TRACE, LLC

29-12-31-0000-01020-0000 (105.52 acres)

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Jeffrey R. Douglas, being first duly sworn, who deposes and says:

Douglas Property & Development which is the Manager of Byrndog PCP, LLC

(1) That he/she is the President, an officer of _____ corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Application for Rezoning to MPD & Comp Plan Amendment relating to the following described real property:

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

See attached Exhibti A

Signature of owner OR person authorized to represent this application

Jeffrey R. Douglas as President of Douglas Property & Development, as Manager of Byrndog PCP, LLC

Signature **Print**

NOTARY: This instrument was acknowledged before me on this by means of ☑ physical presence or ☐ online notarization 8 **day of** August, **20** 25 **by** Jeffrey R. Douglas as President of Douglas Property & Development, as Manager of Byrndog PCP, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF _____

COUNTY OF _____

COMES NOW, _____, being first duly sworn, who deposes and says:

(1) That he/she is the _____, an officer of The Kolter Group, LLC, which is the Manager of KL Seminole Trace, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Comp Plan Amendment & Application to Rezone to MPD relating to the following described real property: See attached Exhibit "A-1"

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

_____	KL Seminole Trace, LLC
Signature	By The Kolter Group, LLC, as Manager
James P. Harvey	Signature
Print name	_____
	Print name

NOTARY: This instrument was acknowledged before me on this 25th **day of** August, **20**25 **by** James P. Harvey **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Signature of Notary Public, State of Florida

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Texas

COUNTY OF Dallas

COMES NOW, David M. West, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of JTL Grand Landings Development, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Comp Plan Amendment & Application to Rezone to MPD relating to the following described real property:

See attached Exhibit "A-2"

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

Signature	David M. West, as Manager of JTL Grand Landings Development, LLC Signature
DAVID WEST Print name	Print name

NOTARY: This instrument was acknowledged before me on this 21 **day of** August, 20 25 **by** David M. West, as Manager of JTL Grand Landings Development, LLC **who is/are personally known to me, or who has/have produced** DRIVERS LICENSE **as identification.**

(SEAL)

Signature of Notary Public, State of ~~Florida~~ TEXAS

Eric Phillip Hannaman
My Commission Expires
6/2/2026
Notary ID 131582651

EXHIBIT “A”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A

DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE

OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A

CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF

223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH

64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE

OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A

DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

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

MASTER PLAN DEVELOPMENT AGREEMENT

FOR CASCADES.

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2025, 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 **BYRNDOG PCP, LLC, a Florida limited liability company (**herein referred to as "Byrndog"), whose address is 145 City Place, Suite 300B, Palm Coast, Florida 32164, and **KL SEMINOLE TRACE, LLC, a Florida limited liability company, (**herein referred to as 'KL"), whose address is 105 NE 1st Street, Delray Beach, Florida 33444, and **JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company,** (herein referred to as "JTL"), whose address is 16660 Dallas Parkway, Suite 1600, Dallas, Texas 75248 (collectively hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 375.40 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "1"** and incorporated herein ("Subject Property");

WHEREAS, the Owner desires to develop the Subject Property into a mixed residential use development with both active and passive recreation facilities for its residents.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the "MPD") is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

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

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

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement.

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

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a mixed-use residential development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit "2"** and as further described as follows: up to 780 residential units.

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

SECTION 4. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2025, adopted Ordinance 2025-_____for a Master Planned Development affecting the Owner's Property subject to the terms and conditions of this Development Agreement.

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

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

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

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

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

SECTION 6. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the

Conceptual Master Plan with the uses of the Subject Property being limited to those provided on the table provided below. The design standards for the permitted use on the Subject Property shall comply with the LDC or design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	USE
1	SINGLE FAMILY
2	SINGLE FAMILY
3	SINGLE FAMILY OR TOWNHOME
4	SINGLE FAMILY OR TOWNHOME
5	SINGLE FAMILY OR TOWNHOME
6	CONSERVATION*
7	CONSERVATION*

*Owner shall be permitted to make impact to conservation areas for utilities, infrastructure and passive amenities.

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

(a) The Conceptual Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Subject Property and with adjacent rights-of-ways. All uses

shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

SECTION 7. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

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

SECTION 8. FACILITY COMMITMENTS.

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

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

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

iv. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan.

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

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

(f) PARK AND RECREATION: As generally depicted on the Conceptual Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date.

In addition, the Owner or its assigns shall construct and maintain an active recreation facility on the Property, which may include but not limited swimming pool, dog park, recreation building and clubhouse sports courts and bathrooms.

SECTION 9. DEVELOPMENT STANDARDS.

9.1 PARKING: Parking requirements for the Subject Property shall be controlled by the LDC.

9.2 OPEN SPACE: The Owner conveyed +/- 345 acres of lands to the County in 2005 to preserve as conservation lands; therefore, the minimum open space shall be twenty percent (20%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

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

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

9.5 DRAINAGE:

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

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

9.6 LANDSCAPING: No potable water shall be used for irrigation once a reclaimed water source is available after which all landscaping and irrigation shall comply with the LDC except for perimeter buffers.

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

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

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

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

9.11 RESOURCE PROTECTION:

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

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

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

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

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

9.15 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC.

9.16 SIGNAGE: Signage shall be consistent with the LDC.

SECTION 10. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

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

SECTION 11. LOT AND BUILDING STANDARDS.

11.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for the permitted use shall comply with the LDC for single-family (SF) and townhomes and are as follows:

Site Development Requirements

Type	SF	Townhome
Min. Distance Between Buildings*	**10’**	**10’**
Min. Bldg. Setback to Water	**20’**	**20’**
Max. Bldg. Height	**35’**	**35’**

Min. Front Bldg. Setback to Property Line	**15'**	**10'**
Min. Bldg. Rear Yard Setback	**10'**	**10'**
Minimum Front Setback from Right of Way	**20'**	**20'**
Minimum Bldg. Side Street or Rear Yard Setback	**10'**	**10'**
Min. Lot Size (SF)	**4,000 sf**	**1,600 sf**
Minimum Lot Width	**40'**	**18'**
Max. Impervious Surface Ratio**	**70%**	**80%**

* Shall be measured as the distance between walls of adjacent structures.
*** Impervious Surface Ratios shall be applicable to each Tract.

(Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased.)

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

SECTION 12. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

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

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

SECTION 13. DEVELOPMENT FEES.

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

SECTION 14. COMMON AREAS AND MAINTENANCE.

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

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

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

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

SECTION 16. NOTICES.

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

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

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

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

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

As to the Owner: BYRNDOG PCP, LLC

145 City Place, Suite 300B

Palm Coast, FL 32164

JTL GRAND LANDINGS DEVELOPMENT, LLC

16660 Dallas Parkway, Suite 1600

Dallas, TX 75248

KL SEMINOLE TRACE, LLC

105 NE 1st Street

Delray Beach, FL 33444

With copies to: Michael D. Chiumento III, Esq.

Chiumento Law, PLLC

145 City Place, Suite 301

Palm Coast, FL 32164

SECTION 17. SEVERABILITY.

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

SECTION 18. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

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

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

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

SECTION 20. TERM / EFFECTIVE DATE.

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

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire 30 years from the Effective Date.

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

SECTION 21. RECORDATION.

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

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEYS' FEES.

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

SECTION 25. 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 26. INDEMNIFICATION.

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

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

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

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not

considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. 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 29. EXHIBITS.

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

SECTION 30. INTERPRETATION.

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

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

SECTION 31. 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 32. 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 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

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

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

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

CITY OF PALM COAST, FLORIDA

_____

Mike Norris, Mayor

ATTEST:

_____

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mike Norris, 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:

_____

_____

(print)

_____

_____

(print)

"OWNER"
Byrndog PCP, LLC, a Florida limited liability company

By:_____

Jeffrey R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jeff R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC, a Florida limited liability company (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

"OWNER"
JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

_____

By:_____

_____

David West, Manager

(print)

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by David West, as Manager of JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

_____

_____

(print)

_____

_____

(print)

"OWNER"
KL SEMINOLE TRACE, LLC, a Florida limited liability company

By:_____

James P. Harvey, as Manager of The Kolter Group, LLC, Manager of KL Seminole Trace, LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by James P. Harvey, as Manager of The Kolter Group, LLC, as Manager of KL Seminole Trace, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT “1”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE

NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

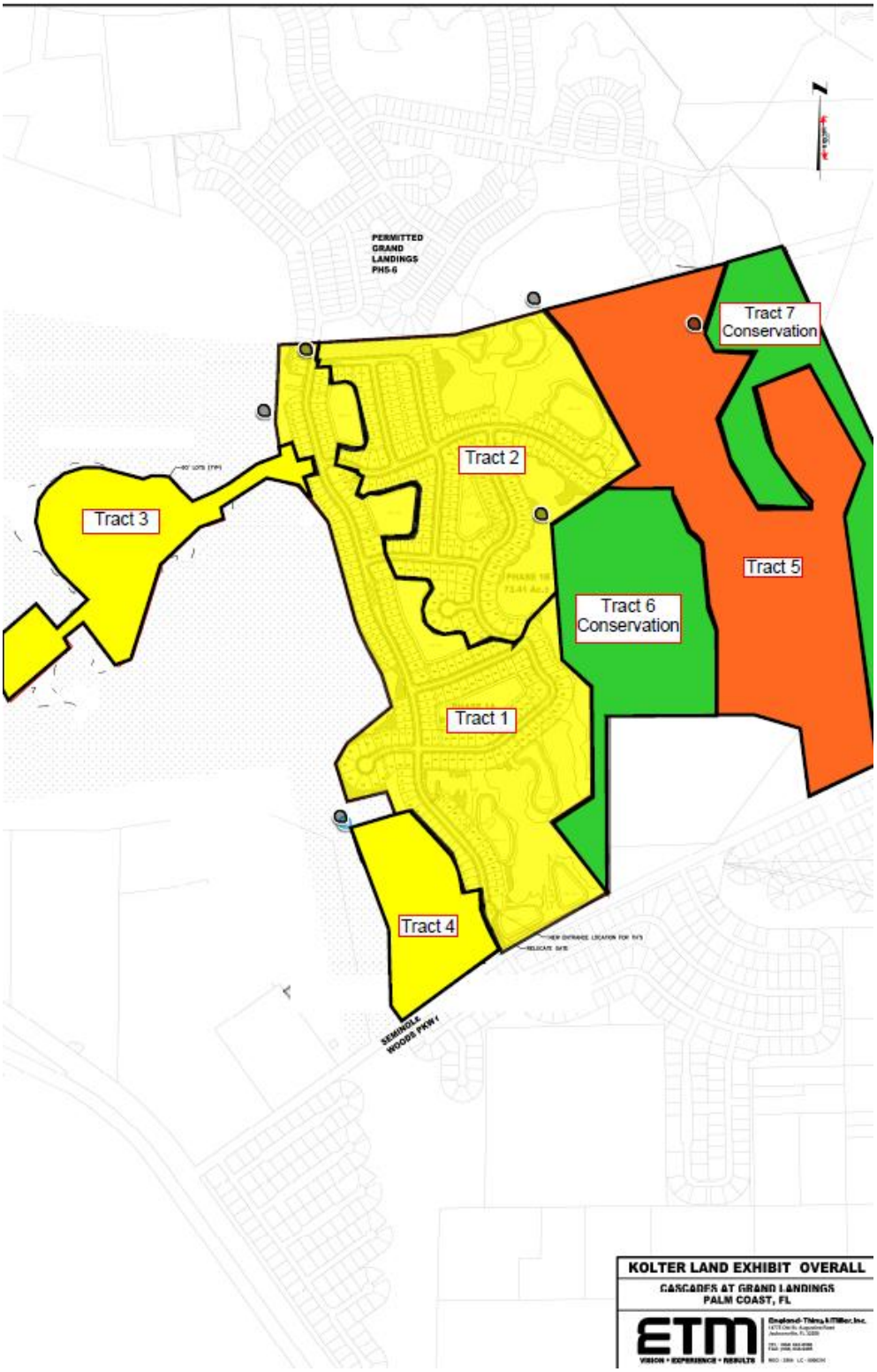
TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN



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CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

January 5, 2025

City of Palm Coast
Via City Portal & E-Mail

RE: Cascades at Grand Landings Rezoning Master Planned Development Application #6418

Dear Sir or Madam:

In response to the City's comment letter dated October 10, 2025 please find applicant's responses below:

PLC – PLANNING PROJECT MANAGER - COMMENTS:

1. Boundary Survey – Current (within one year) signed and sealed.

Applicant will not provide a new survey. However, the Applicant will provide a survey affidavit attesting that nothing has affected the boundary of the prior survey.

2. Mailing List. List of names, mailing addresses, and parcel identification numbers of all property owners within 500 feet of the boundaries of the property subject to the rezoning.

Applicant will provide.

3. Cover Letter – (See Applicant's Handbook: Future Land Use Map Amendment for contents of letter).
Parcel Identification Numbers: 29-12-31-0000-01010-0025, 29-12-31-0000-01010-0021, 29-12-31-0000-01010-0010, 32-12-31-0650-000B0-0020, 29-12-31-0000-01020-0000, 29-12-31-0000-01010-0300, 30-12-31-0000-01020-0060, 30-12-31-0000-01020-0040, 31-12-31-0000-01070-0030

Current Zoning: SFR-1 & PRS
Current FLUM: Residential & Conservation

4. Detailed Analysis of Request and Impacts on Public Facilities (see Applicant's Handbook: Future Land Use Map Amendment for methodology and details of a complete analysis).

a. **Analysis of Density/Intensity and Population**

DENSITY/INTENSITY AND POPULATION

The subject property currently has a FLUM designation of Residential with a density cap of 416 units. The proposed amendment will result in the subject property having land use designations of Residential & Conservation with a policy to limit development to a maximum of 780 dwelling units.

b. **Transportation Analysis (Methodology Approval Required Prior to Submitting a TIA)**
c. **Potable Water:** The proposed FLUM amendment will have a maximum potential net increase in demand for potable water of .130 MGD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.
d. **Wastewater:** The proposed FLUM amendment will have a maximum potential net increase in demand for sanitary sewer treatment of .085 MGD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.
e. **Solid Waste:** The proposed FLUM amendment will have a maximum potential net increase of 8,968 lbs. of solid waste/day. The city currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.
f. **Public Recreation and Open Space:** The proposed FLUM amendment will have a maximum potential net increase in demand of 8.3 acres of park facilities. The city currently has adequate capacity to accommodate the additional demand.
g. **Public Schools:** The applicant will make an application for capacity determination to the Flagler County Schools to determine the impact the FLUM amendment will have.

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is silvicultural land with hydric soils throughout property. The site is bounded by Seminole Woods Boulevard to the south, Grand Landing subdivision to the east, silviculture land to the north, and preservation areas. According to the October 2022 Environmental Assessment, the land use proposal area does contain St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) jurisdictional wetlands; the total analysis area contains 230.31 acres of uplands, 3.30 acres of graded and drained roads, and 146.25 acres of wetlands. The wetlands detailed on the environmental assessment "Douglas-Cascades FLUCFCS/Existing Conditions Map" Figure, reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C, Vegetative Communities.

As detailed within the ERS report, the *Soil Survey of Flagler County, Florida* indicates seven (7) soil types within the property.

There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

It is not anticipated that the proposed FLUM change will negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

No floodplain information was provided in the ERS report. Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that a small area within the subject property lies within a Special Flood Hazard Area (SFHA).

A small portion of the Subject Property is located within Zone A.

The proposed FLUM change could potentially negatively impact the function of the SFHA, however, if floodplain is impacted, compensatory storage will be required within the same defined floodplain's hydrologic sub basin as the placement of the fill pursuant to section 10.02.11 B Land Development Code.

C. VEGETATIVE COMMUNITIES

According to the ERS report, the assessment area is comprised of the following vegetative community types and features.

1. Pine Plantation (441): ± 230.31 acres
2. Hydric Pine Flatwoods (625): ± 146.25 acres
3. Graded/Drained Road (8145): ± 3.30 acres

There are wetlands located on the property and any impacts will be permitted through St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP).

There are extensive wetlands on the property of undetermined quality. The Uniform Mitigation Assessment Method (UMAM) sheets are required to determine quality on site. Consistent with the Comprehensive Plan, all potentially high quality wetlands that are larger than 10 acres are to be designated Conservation on the Future Land Use Map.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted ERS report documents that Potentially Occupied Gopher Tortoise (*Gopherus polyphemus)* burrows were located on-site. The wood stork *(Mycteria americana)* and Florida Black Bear (*Ursus americanus floridanus)* was noted as having a likely probability of occurrence.

There is potential for wildlife to utilize the property as it is mostly surrounded by other vacant land (it is important to note however that the vacant lands to the north and to the east, are slated for development in the future). Wildlife utilization may change over time due to various factors. To

ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Further, a study is valid for one year for the property that was investigated to capture any changes in wildlife utilization.

The proposed FLUM amendment will not change the need to relocate the Gopher Tortoise prior to any development activities. This need remains no matter the FLUM designation.

E. GROUNDWATER RESOURCE PROTECTION
The Subject Property contains three (3) known well sites.

The amendment is not within an aquifer recharge area but does have multiple wellsite's located throughout the Subject Property.

The proposed land use change is not anticipated to impact groundwater resources pursuant all guidelines are followed. These wellsite's will require a Primary Wellhead Protection Zone with a fixed 500-foot radial setback distance and be required to adhere to Restrictions within wellhead primary and secondary protection zones pursuant to section 10.03.05 of the Land Development Code.

F. HISTORICAL RESOURCES
A Cultural Resource report was previously provided. They performed 130 total shovel tests, which resulted in no archeological or historic resources being identified. Based on the report, the proposed FLUM amendment will have no adverse impact on historical or cultural resources.

G. Detailed explanation regarding which goals, objectives and policies that the proposed FLUM amendment is consistent with and/or implements.
The proposed amendment is consistent with Policy 1.1.4.5, the potential of additional residential use along a major collector (Seminole Woods Blvd.) is appropriate. Furthermore, Seminole Woods Blvd. as a collector road provides direct access to a major commercial corridor in the City (State Road 100), as well as one of the main north-south routes in the County (US-1). Finally, water and wastewater mains are within proximate distance of the project site and will be extended by the developer/property owner.

H. Land Use Compatibility Analysis
The Cascades Master Planned Development (MPD) is compatible with surrounding development and City planning policies for the following reasons:

1) **Consistency with the Comprehensive Plan**
   The property is designated **Residential and Conservation** in the City's Comprehensive Plan, and the proposed development fits those designations.
   - The project proposes **up to 780 residential units** within a planned community setting, consistent with planned residential growth expectations.
   - Large areas of natural land are preserved in conservation tracts, supporting the Comprehensive Plan policies for:
     - Protecting sensitive lands
     - Maintaining open space

- Ensuring environmentally responsible development

The City Council has already determined in the agreement that the project is consistent with the Comprehensive Plan and LDC.

2) **Compatibility with Adjacent Land Uses**

The surrounding area consists primarily of residential neighborhoods and conservation land. The Cascades development is compatible because:

- It introduces **residential uses similar in type and density** to other nearby residential communities.
- Conservation tracts on-site provide **natural buffering** from adjacent properties.
- No incompatible industrial, commercial, or high-intensity land uses are proposed.

This matching development character helps ensure smooth transition from the site to the surrounding community.

3) **Land Use Pattern & Site Layout**

The Conceptual Master Plan lays out the project in a way that intentionally supports compatibility:

- Each tract is designated for either **single-family homes, townhomes, or conservation**, consistent with planned community design.
- An interconnected roadway and sidewalk system links all areas internally and supports safe travel without overburdening adjacent communities.
- Recreation areas, stormwater ponds, and open space are distributed throughout the site to create visual separation and soften the development's edges.

  This results in a community that is integrated, functional, and harmonious with the area.

4) **Adequate Infrastructure and Services**

The development agreement requires:

- Central City water and sewer service
- Stormwater treatment systems meeting St. Johns River Water Management District and City standards
- On-site roads, access points, sidewalks, and recreation constructed by the developer

  This prevents strain on existing public facilities and ensures that services required for the development are properly provided.

5) **Environmental Compatibility**

The agreement reinforces environmental compatibility by:

- Maintaining significant conservation acreage
- Requiring compliance with state and federal regulations for wetlands and wildlife
- Implementing best management practices for erosion and water quality
- Ensuring natural buffers where required

  These measures protect natural resources and help the project coexist responsibly with the environment.

6) **Open Space & Community Amenities**

The project must provide at least 20% open space, including stormwater features, parks, and natural areas. In addition:

- Amenity areas such as trails, clubhouse, pool, dog park, and passive recreation

strengthen community quality of life.

- Requirements for private maintenance through a property owners association ensure long-term upkeep.
  This helps the development blend well with the residential character of the surrounding area and supports neighborhood livability.

Conclusion: Overall, the Cascades MPD is land-use compatible because:

- It aligns with the City's Comprehensive Plan designations.
- It introduces residential uses consistent with surrounding neighborhoods.
- Its site design incorporates buffers, open space, and infrastructure to mitigate impacts.
- Environmental systems and natural areas are protected and preserved.
- Required improvements are funded and built by the developer, avoiding a burden to the public.

7) Intergovernmental Coordination Analysis

- The Cascades MPD coordinates effectively with all required government agencies. The development agreement requires the owner to obtain all City, County, state, and federal permits before construction, ensuring compliance with environmental, utility, transportation, and public safety regulations.
- Stormwater design and environmental impacts must meet the standards of the St. Johns River Water Management District, FDEP, and wildlife permitting agencies if protected species are present. The project also aligns with Flagler County conservation goals, including previously dedicated conservation lands.
- The City of Palm Coast will provide water, wastewater, and fire protection services, and the developer must construct all necessary infrastructure and pay all required fees. Transportation impacts are reviewed during site planning to ensure roadway capacity is adequate.
- Overall, the project appropriately coordinates with all applicable agencies and regulations and is structured to remain compliant with future changes in law or policy.

5. Neighborhood Meeting Documentation per LDC Sec. 2.05.02. This requirement shall be met during the application process prior to being considered during a public hearing.
Applicant will hold the required neighborhood meeting at least 14 days prior to the Planning Board Meeting per code requirements.

6. Please provide a map of the subject area for this FLUM amendment.
Will provide.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

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Proudly serving Flagler and Volusia Counties for over 50 years

June 16, 2026

City of Palm Coast
Attn: Jose Papa, Project Manager
160 Lake Avenue
Palm Coast, FL 32164
Via Portal

RE: Cascades at Grand Landings (Seminole Trace)
Rezoning Master Planned Development
Application Number 6418

Dear Mr. Papa:

On behalf of the applicant, please accept this response to the City's request for additional information dated January 14, 2026, regarding the above-referenced application. Each item has been addressed as follows:

1. **Map of Subject Area for Proposed Zoning Map Amendment**

A map depicting the subject property and surrounding area is attached with this submittal. The exhibit clearly identifies the boundaries of the rezoning request and its relationship to adjacent parcels, roadways, and existing development patterns, consistent with City requirements.

2. **Transportation Impact Analysis (TIA)**

A Traffic Impact Analysis has been prepared by ETM and is attached in coordination with City staff and in accordance with the applicable methodology requirements for rezoning applications.

The analysis evaluates existing, vested, and future conditions and concludes that the proposed rezoning will not result in significant adverse impacts to the surrounding roadway network. Any required improvements identified through the analysis will be implemented in accordance with City standards at the appropriate stage of development review and permitting.

6. **Neighborhood Meeting Documentation (LDC Sec. 2.05.02)**

The required neighborhood meeting will be scheduled and conducted in accordance with LDC Section 2.05.02 **prior to Planning Board consideration**. Documentation of the meeting, including notices, attendance, and summary of comments, will be provided for the record in advance of the public hearing.

Applicant remains committed to meaningful community engagement as part of the rezoning process.

Amendment to Application and Subject Property

The Applicant hereby provides formal notice of a revision to the application to clarify the parties and property subject to the requested rezoning.

Specifically, **JTL Grand Landings Development** is withdrawing as an applicant to this request, and the real property associated with JTL Grand Landings Development, as more particularly described in **Exhibit "A"**, is hereby removed from the application.

Accordingly, the application shall proceed solely with respect to the property owned or controlled by **KL Seminole Trace, LLC and Byrndog PCP, LLC**, as legally described in **Exhibit "B"** which is incorporated herein by reference.

In this light, a redline to the MPD Development Agreement is provided.

This modification reduces the geographic scope of the application and does not increase density, intensity, or impacts associated with the proposed rezoning. To the extent necessary, updated exhibits and legal descriptions will be provided to conform to the revised application boundary.

Conclusion and Completeness Position

The Applicant has made a good-faith and comprehensive effort to address each item identified in the City's January 14, 2026 correspondence. The remaining items consist of procedural or ministerial steps that will be completed in the normal course prior to public hearing.

The revision to the application described herein constitutes a **reduction in scope** and does not represent a substantive change to the requested rezoning or its anticipated impacts.

Accordingly, the Applicant respectfully requests that the City:

- Deem the application sufficient for continued processing; and
- Proceed with scheduling the application for Planning Board consideration upon completion of the remaining ministerial items.

The Applicant remains available to coordinate with staff and provide any additional clarification as needed

Sincerely,



Michael D. Chiumento
Managing Partner
MDC/cm

Enclosures

EXHIBIT "A"

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST,

A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A

CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11"

WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH

15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE

OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC

DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A

DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE

LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

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Vincent L. Sullivan
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Diane A. Vidal, P.A.*
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Proudly serving Flagler and Volusia Counties for over 50 years

July 21, 2026

Jose Papa, Project Manager
City of Palm Coast
Community Development Department
160 Lake Avenue
Palm Coast, Florida 32164

Re: Response to Staff Comments – Fourth Submittal
Cascade at Grand Landings – MPD Rezoning
Application No. 6418

Dear Mr. Papa:

On behalf of the Applicant, please accept the following responses to the outstanding staff comments regarding the above-referenced Master Planned Development rezoning application. Revised plans and supporting materials are included with this resubmittal unless otherwise noted.

PLANNING PROJECT MANAGER

Comment 1
Provide updated Conceptual Master Plan Map showing new boundaries for the MPD.
Response:
The Conceptual Master Plan has been revised to reflect the current boundaries of the proposed Master Planned Development. The revised plan accurately depicts the property subject to this rezoning application.

Comment 2
Neighborhood Meeting Documentation pursuant to LDC Section 2.05.02.
Response:
We are in the process of coordinating the required meeting with City Staff. The neighborhood meeting documentation will be submitted to the City under separate cover.

PLANNING TRANSPORTATION / CONCURRENCY

Comment 1
TIA is accepted.
Response:
Acknowledged. The Applicant appreciates staff's review and acceptance of the Traffic Impact

Analysis.

Comment 2
Include proposed improvements as part of the Technical Site Plan.
Response:
The Applicant acknowledges staff's comment. A Technical Site Plan will be submitted following approval of the requested rezoning. Engineering improvements and design details appropriately addressed during technical site plan and/or preliminary plat review will be incorporated into those subsequent applications, as applicable.

TRAFFIC ENGINEER
Response:
The Applicant acknowledges the additional traffic engineering comments contained in the City's July 10, 2026 review regarding Level of Service tables, supporting analysis, intersection movements, and potential roadway improvements. These comments relate to engineering design and implementation that are appropriately addressed during the Technical Site Plan and/or Preliminary Plat review process. The Applicant will address the applicable traffic engineering comments, including any supporting analyses and engineering details, as part of those subsequent applications.

PREVIOUS STAFF COMMENTS
Public Benefit
Response:
The proposed Master Planned Development provides recognizable and material benefits to both future residents and the community. Specifically:

1. Public Utility Infrastructure. The property owner has constructed public water and wastewater utility infrastructure within the public right-of-way on behalf of the City pursuant to a utility credit agreement. This infrastructure expands the City's utility system and facilitates orderly development within this area.

2. Integrated Mixed Residential Community. The MPD provides for the coordinated development of a homogeneous mixed residential community utilizing shared amenities and common facilities under a unified master development plan.

3. Emergency Access. The development provides a public emergency access connection between Summit Woods and Citation Boulevard, improving emergency access and connectivity for the surrounding area.

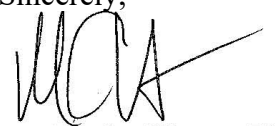
4. Well Sites. At the request of the City of Flagler Beach, the Owner will convey two (2) well sites to the City of Flagler Beach at no costs. Otherwise, the Owner will sell the two (2) sites to the City in an amount greater than $1,000,000.00.

These public improvements and coordinated planning features are provided as part of the proposed increase in development intensity and would not be required or reasonably expected under conventional zoning. Accordingly, the Applicant submits that the proposed MPD satisfies the City's findings regarding recognizable and material public benefit.

MPD Agreement
Response:
The MPD Agreement has been revised to clarify that development of the property shall occur in accordance with the Land Development Code in effect at the time of development, except where specific development standards are expressly established within the approved MPD. Except for front set backs, references creating uncertainty regarding applicable development regulations have been revised. The proposed development standards, including lot size, lot width, lot depth, and setbacks, are intended to be governed by the approved MPD while all other applicable development standards shall comply with the Land Development Code applicable during the development review process.

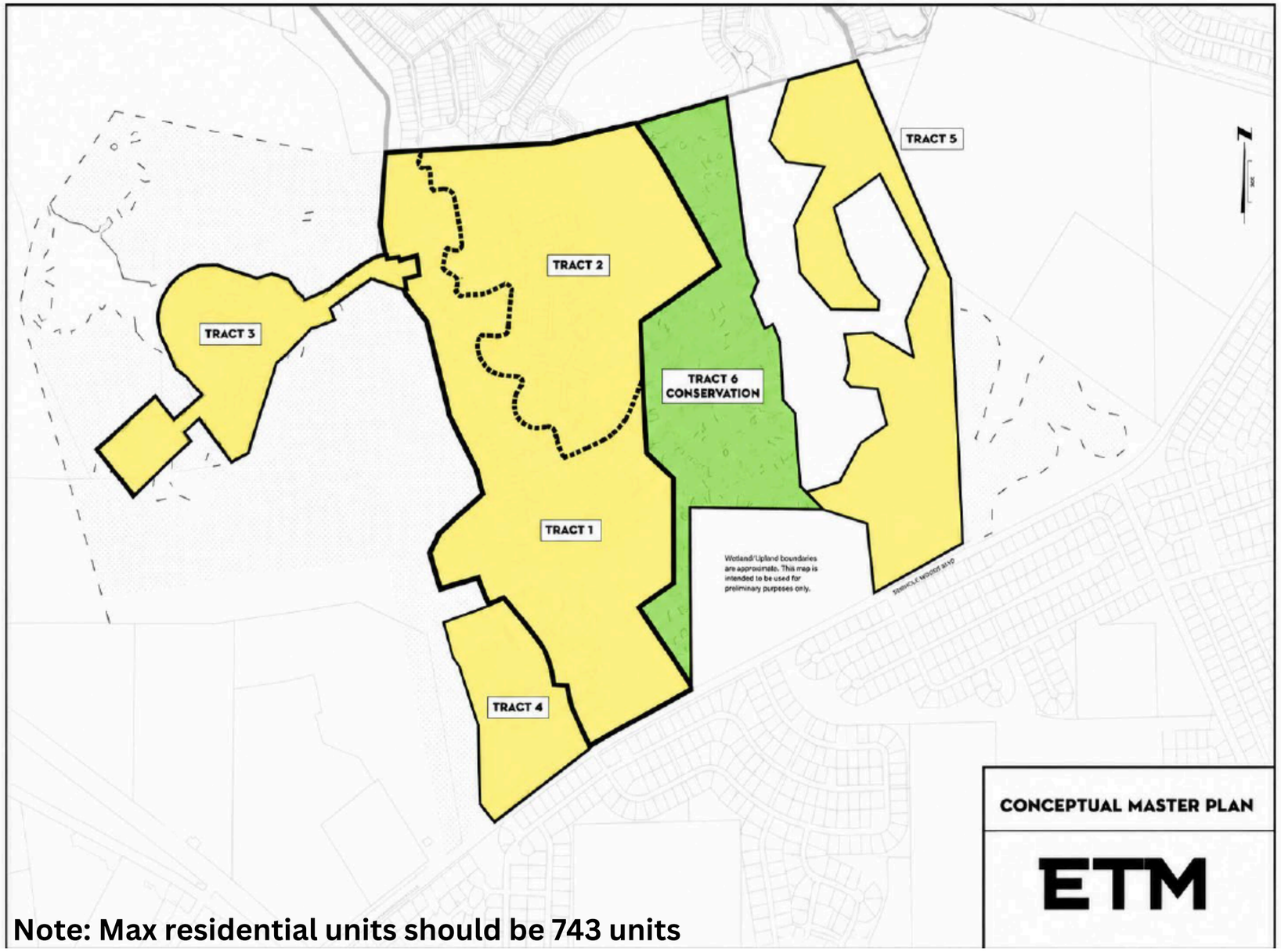
The Applicant appreciates staff's continued review of this application and respectfully requests that the application proceed to public hearing upon determination that the remaining submittal requirements have been satisfied.

Sincerely,



Michael D. Chiumento III
MDC/cm
Attorney for Applicant

Conceptual Master Plan



Note: Max residential units should be 743 units

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By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

August 13, 2026

RE: Cascades at Grand Landings
Rezoning Master Planned Development Application Number 6418
Future Land Use Amendment Small Scale Application Number 6419

Dear Mr. Papa:

On Tuesday, August 11, 2026 at 6:00 p.m., the Applicant on the above-referenced applications conducted a neighborhood information meeting held at the Flagler Palm Coast High School, 5500 FL – 100, Palm Coast, Florida 32164. As is noted by the attached sign-in sheet there were three (3) neighborhood members present at the meeting. Further present at the meeting was Jose Papa, Senior City Planner with the City of Palm Coast (also listed on the sign-in sheet), Walker Douglas as representative of the developer, and attorney Christy Earls from our firm.

During the neighborhood meeting, the attendees asked several questions regarding the applications. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

Please let us know if the City has any questions regarding this matter.

- **Concern regarding water usage associated with the proposed development.**
  The Applicant acknowledged the concern regarding water usage and explained that the proposed development will be required to comply with all applicable City requirements relating to water service, capacity, and consumption as the project proceeds through the development review and permitting process.

- **Concern regarding the potential impact of the proposed development on existing wells and groundwater availability.**
  An attendee expressed concern that her existing well appears to be experiencing reduced water availability and questioned whether the addition of new residences could further impact groundwater resources in the area. The Applicant explained that the proposed development will be required to comply with all applicable City and utility requirements regarding water service and availability.

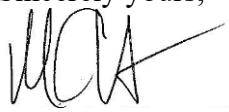
- **Concern regarding flooding during hurricanes and other significant storm events.**
  The Applicant explained that stormwater management has been incorporated into the project design, including numerous retention ponds throughout the proposed development. The stormwater management system will be required to satisfy applicable City requirements and is

intended to appropriately accommodate and mitigate stormwater impacts associated with development of the property, including during significant rainfall events.

- **Concern regarding additional traffic generated by the proposed development.**
  The Applicant explained that a traffic study will be performed to evaluate the anticipated traffic impacts associated with the proposed development. The project will be required to comply with the City's applicable transportation and traffic requirements based upon the results of that study.

- **Inquiry regarding whether a westbound left-turn lane or other roadway improvement may be necessary to accommodate traffic associated with the project.**
  City staff explained that certain improvements to the existing roadway system, including issues associated with a potential westbound left-turn lane, involve matters within the City's responsibility and control. The Applicant further explained that the project's traffic impacts will be evaluated through the required traffic study and that the development will comply with any applicable requirements identified through the City's review of that study.

Sincerely yours,



Michael D. Chiumento III

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PO BOX 70
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DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

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105 SLOGANEER TRAIL
PALM COAST, FL 32164

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& YUNIER E FALCON MARTINEZ W&H
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PALM COAST, FL 32164

ALESSANDRI VICTOR RICHARD
& SHARON LEE H&W
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PALM COAST, FL 32164

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104 NIGHTHAWK LANE
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ANDRADE MANUELA & ARTUR P H&W
20 SLIPPER FLOWER PATH E
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APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
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ANAHEIM, CA 92806

BAIR JOSEPH KEVIN & DIANE KAY H&W
112 NIGHTHAWK LANE
PALM COAST, FL 32164

BEAUVOIR JONATHAN GEORGE &
JOAN LIZ PAINSON & MARIE LISA BEAU
6 SLIGO MILL CT
PALM COAST, FL 32164

BECKWITH HERBERT &
LOIS H&W
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DAYTONA BEACH, FL 32118

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOYER CLIFTON C & DEBRA G H&W
121 NIGHTHAWK LANE
PALM COAST, FL 32164

BRADY HELENA
110 NIGHTHAWK LANE
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CARLSON JOSHUA
116 NIGHTHAWK LANE
PALM COAST, FL 32164

CATALANO MICHAEL & LISA H&W
18 SLIPPER FLOWER PATH
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONNELLY WANDA B
39 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

CONWAY THOMAS & CAROLYN H&W
106 NIGHTHAWK LANE
PALM COAST, FL 32164

COOK RANDY D & VICTORIA B H&W
12 SLIPPERY ROCK PL
PALM COAST, FL 32164

CROWELL SUSAN JANET
107 NIGHTHAWK LN
PALM COAST, FL 32164

DAVIS WILLIAM
& NORRIE FULFORD JTWROS
6 SLIPPER ORCHARD TRAIL W
PALM COAST, FL 32164

DE LIMA ALEX OLIVEIRA RODRIGUES &
105 NIGHTHAWK LANE
PALM COAST, FL 32164

DELEO GIA
119 NIGHTHAWK LANE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
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OSTALKIEWICZ
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KIM WEAGLEY IRA
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ATLANTA, GA 30339

FKH SFR M LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
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& MICHAEL J W&H
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NEHEMIE MOISE JTWROS
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ALVARADO GARRETT H&W
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GUERRERO JONSON
& ANA N URRISTE
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PALM COAST, FL 32137

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PALM COAST, FL 32164

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MELBOURNE, FL 32935

HOTALING TAMMY & TODD R W&H
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HOUTZ JEFFREY & DAWN LOUISE H&W
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HUBERT KAREN T
3 SLIPPER FLOWER PATH W
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DALLAS, TX 75248

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LLC
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DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
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DALLAS, TX 75248

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& TATYANA Y RUZHYTSKA JTWROS
33 SLIPPER ORCHID TRL E
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DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

KOSIVI JOYCE
9 SLIPPERY ROCK PL
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LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

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& KRISTEN LEWIS JTWROS
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DAYTONA BEACH, FL 32119

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NEWTON RENEE
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BROCKTON, MA 02301

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REMISHEVSKIY W&H
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& NILDA ESMERALDA H&W
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1 TALL TREE LANE
POUGHKEEPSIE, NY 12601

SCHOOL BOARD OF FLAGLER COUNTY
P O BOX 755
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
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BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY
PALM COAST, FL 32164

SOFIO DAWN
& MICHAEL ROBERT AMERI JTWROS
103 NIGHTHAWK LANE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA ANN
H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA
ANN STOLTZ H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

THORNTON STEPHANIE ROSE & TRAVI
109 NIGHTHAWK LANE
PALM COAST, FL 32164

ZHITNIKOV SERGEY
& SVETLANA ALTMAN H&W
457 GRAND LANDINGS PKWY
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SCHOOL BOARD OF FLAGLER COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

DREAM FINDERS HOMES LLC
14701 PHILIPS HIGHWAY SUITE 300
JACKSONVILLE, FL 32256

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
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& EVELYN REYES JTWROS
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MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
2 SLOCUM PATH
PALM COAST, FL 32164

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

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DAYTONA BEACH, FL 32119

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KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

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AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

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6 CONCOURSE PKWY STE 600
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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GIORDANO MICHAEL & MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUILAR IRMA & ANNA TORRES
359 LINCOLN STREET
WORCESTER, MA 01605

AMBROSE RONALD & DIANNE H&W
11 SLOGANEER TRAIL
PALM COAST, FL 32164

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

ANGERT YAKOV &
VICTORIA ANGERT
7375 SW 101ST AVE
BEAVERTON, OR 97008

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOTELHO ERIC
& MELISSA R ROSENTHAL JTWROS
23 SLOGANEER TRL
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CHAN KIMLEANG & SEAVKONG TANN A
103 SLOGANEER TRL
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONDUS THOMAS L &
PRESENTACION AMC
118 CHURCH STREET
LAKE RONKONKOMA, NY 11779

CORRALIZA PARBATIE
& EDDUNIO J CORRALIZA W&H
5 SLOGAN COURT
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DUBOIS DAVID A &
RHONDA M H&W
27 SLOGANEER TRL
PALM COAST, FL 32164

DUFFY CHRISTINA D
194 ADAMS WAY
SAYVILLE, NY 11782

EATON STEPHEN & SUSAN H&W
27 SLOCUM PATH
PALM COAST, FL 32164

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C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

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FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

FLOYD APRIL LENORE & MATTHEW JR
21 SLOCUM PATH
PALM COAST, FL 32164

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MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

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& PAULA CRISTINA ANDRE CACOILO G(
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HUTCHINS ALEXANDRIA ANN &
CHRISTINA ROSE HUTCHINS JTWROS
29 SLOGANEER TRL
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JACOBS BRANDON L
& DIANA E H&W
5 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

LAMBERT JOANNE TRUSTEE
150 STANDISH DRIVE
ORMOND BEACH, FL 32176

LAU AGNES
LIFE ESTATE
8 SLOCUM PATH
PALM COAST, FL 32164

MANJARRES CHASE & SALINA H&W
6 SLOCUM PATH
PALM COAST, FL 32164

MARKS KRISTINE A
8 SLOGANEER TRAIL
PALM COAST, FL 32164

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

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LYNNE H&W
25 SLOGANEER TRAIL
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MONTERO ALBERTO ZELEDON
& OLGA VIRGINIA MESEN MURILLO H&\
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PALM COAST, FL 32164

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CHRISTINA MARIE MUNDY H&W
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OTLR BMO 3 LLC
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MIAMI, FL 33181

OVERTON SCOTT GERALD SR &
JULIE ANNETTE OVERTON H&W
15 SLOGANEER TRAIL
PALM COAST, FL 32164

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

PALM COAST SLOGAN LLC
304 S JONES BLVD #5313
LAS VEGAS, NV 89107

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

RAMSARAN RICARDO
7 SLOGAN PLACE
PALM COAST, FL 32164

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
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PALM COAST, FL 32134

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SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SLOVAK JOHN L AND
HELLEN J (TRUSTEES)
200 W CR 330
BUNNELL, FL 32110

SMITH CONNOR CHRISTIAN
& ALEXANDRA MARIE MASON JTWROS
17 SLOGANEER TRL
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

Cascades

NEIGHBORHOOD MEETING – TUESDAY August 11, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Hellen Stanard	200 CR 330	405-317-9173	
John Stanard	200 CR 330		
Eduvio J. Correa Iz	5 Slogan Ct	305-773-0992	eduvioCorreaIza@gmail.c
José Papa	160 Lake Ave		jpapa@palmcoastgov.com

NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 30 day of July, 2026 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property as described with **Application #** 6418 & 6419
(# of signs)

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

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas Davidson, 145 City Pl., Ste 301
Palm Coast, FL 32164
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA SEAL
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

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

Please attach a photo of posted sign(s).


City of Palm Coast
NOTICE OF PUBLIC HEARING
Application Number:
Description of Request




NOTICE OF PUBLIC HEARING


City of Palm Coast
NOTICE OF PUBLIC HEARING

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** H.5

Department CITY ATTORNEY **Division**	**Amount** **Org/Account #**
Subject: ORDINANCE 2026-XX HISTORICAL PRESERVATION	
Presenter: **Marcus Duffy, City Attorney**	
Attachments: 1. Ordinance (Redline and Clean Copy) 2. Business Impact Statement	
Background: **UPDATED BACKGROUND FROM THE AUGUST 11, 2026, WORKSHOP MEETING:** City Council received a presentation on this item at the August 11, 2026, Workshop Meeting. The requested changes and the Planning & Land Development Regulation Board recommendation are attached. **ORIGINAL BACKGROUND FROM THE AUGUST 11, 2026, WORKSHOP MEETING:** City Council directed the City Attorney to draft an ordinance on historical preservation which is attached to this item for consideration and direction.	
Recommended Action: **ADOPT ORDINANCE 2026-XX HISTORICAL PRESERVATION**	

DOUGLAS
LAW FIRM

Historic Preservation Ordinance

Presented By: Marcus Duffy

October 2026

Historic Preservation Ordinance

DOUGLAS LAW FIRM

PURPOSE

- Protect and manage the significant historic, and archaeological resources to the maximum extent feasible.
- Establishing clear regulatory procedures for plan review, development projects, and protective standards.
- Foster civic pride, enrich public education, and preserve physical reminders of the City's diverse history.

Historic Preservation Ordinance

DOUGLAS LAW FIRM

CURRENT

- City of Palm Coast Land Development Code
- Section 10.05
- 10.05.01-10.05.06 of the LDC

Historic Preservation Ordinance

DOUGLAS LAW FIRM

PROPOSED AMENDMENT

- Expanding LDC 10.05.
- Adding definitions.
- Adding subsections 10.05.07-10.05-13.

Proposed Amendment

DOUGLAS LAW FIRM

10.05.03 - LANDS NOT SUBJECT TO CULTURAL RESOURCE SURVEY

- A cultural resource report is waived for parcels surveyed within the last 5 years.
- The prior investigation must conclude the land contains no cultural resources.
- Any previous parcel or lot that is part of a platted subdivision within the City boundaries and recorded with the Clerk of Circuit Court and Comptroller of Flagler County.

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION OFFICER

- Appointed by City Manager.
- Experienced with architectural history, urban design, local history, landscape materials, site planning and land use regulations.
- Advance Degree (PLDRB Recommendation).

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION OFFICER

- Liaison to Historic Preservation Board
- Serve as a resource to applicants concerning the process and procedures for the designation of historic resources, historic districts, archaeological sites and zones.
- Serve as the certified local government coordinator between the historic preservation board and the Division of Historical Resources, Florida Department of State.

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION BOARD

- Five Members and Two Alternates
- One voting member from Palm Coast Historical Society (PLDRB Board Recommendation)
- Architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting.

Proposed Amendment

DOUGLAS LAW FIRM

HISTORIC PRESERVATION BOARD

- Quasi-Judicial
- Review and recommend to City Council properties for designation as historic resources, historic districts, archaeological sites and zones on the city register of historic places.
- Make nominations to the National Register of Historical Places.

Historic Preservation Ordinance

DOUGLAS LAW FIRM

NEXT STEPS

- Motion to Approve/Deny
- With/Without PLDRB Recommendations
- Second Reading – October 20, 2026

ORDINANCE 2026-XX-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, BY AMENDING CHAPTER 10, SECTION 10.05, ENTITLED "CULTURAL AND HISTORIC RESOURCES PROTECTION"; ESTABLISHING REGS FOR PLAN REVIEW, DEVELOPMENT PROJECTS, AND LAND DISTURBANCES; DEFINING CORE PRESERVATION TERMS; SPECIFYING SURVEY REQUIREMENTS FOR LANDS SUBJECT TO CULTURAL INVESTIGATIONS; CREATING A HISTORIC PRESERVATION BOARD AND DEFINING ITS COMPOSITION, POWERS, DUTIES, AND QUORUM REQUIREMENTS; PROVIDING PROCEDURES FOR FORTUITOUS FINDS AND UNMARKED BURIALS; APPOINTING A HISTORIC PRESERVATION OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast recognizes that the City's historic, cultural, archaeological, aesthetic, and architectural resources are irreplaceable assets that reflect the diverse history, government, and culture of the City, Flagler County, and the State of Florida; and

WHEREAS, the preservation of these unique historic and cultural resources is essential to fostering civic pride, enriching public education, and promoting the pleasure, welfare, and general quality of life for the residents and visitors of Palm Coast; and

WHEREAS, the City Council desires to establish clear, robust regulatory procedures and protective standards for development plan reviews, land excavations, and historic resources to ensure these physical reminders of the past are protected to the maximum extent feasible; and

WHEREAS, Chapter 267 of the Florida Statutes sets forth the state's public policy regarding historical resources and directs local governments to cooperate in the identification, evaluation, and protection of historic assets; and

WHEREAS, the City Council intends to seek inclusion and status within the National Register of Historic Places Program and the Florida Certified Local Government (CLG) program administered by the Florida Department of State, Division of Historical Resources; and

WHEREAS, matching local policy with the rules of the United States National Historic Preservation Act and Certified Local Government guidelines links federal, state,

and local entities to unlock critical grant funding, preservation awards, and federal tax incentives for local property owners; and

WHEREAS, establishing a dedicated, professionally qualified Historic Preservation Board and appointing a Historic Preservation Officer ensures that Palm Coast handles designations, certificates of historic appropriateness, and historic surveys through precise administrative, legal, and expert channels; and

WHEREAS, the City Council has determined that the adoption of this Ordinance serves a vital public purpose and protects the health, safety, and welfare of the community by preserving its heritage against undocumented destruction or unsympathetic alterations.

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

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

SECTION 2. AMENDING SECTION 10.05 CULTURAL AND HISTORICAL RESOURCES. Section 10.05 of the Unified Land development shall be amended as attached here to and incorporated herein by reference as Exhibit "A."

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

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

SECTION 7. EFFECTIVE DATE. This Ordinance 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 _____ day of _____ 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A"

Exhibit “A”

Chapter 10 - Environmental and Cultural Resources Protection

***

Sec. 10.05. Cultural and Historic Resources.

10.05.01. *Purpose and intent*. The purpose of this section is to ~~safeguard and~~protect and manage ~~protect~~ the ~~City's~~ significant historic, ~~cultural,~~ and ~~and~~ archaeological ~~, aesthetic, and architectural~~ resources to the maximum extent feasible, ~~.~~ b~~B~~y establishing clear regulatory procedures for plan review, development projects, and protective standards, this section intends to foster civic pride, enrich public education, and preserve physical reminders of the City's diverse history. ~~, by providing procedures for the review of plans and development projects as well as standards for the protection of these important resources.~~

A. In addition, the provisions of this article will assist the city and property owners to be eligible for federal tax incentives, federal and state grant funds and other potential property tax abatement programs for the purpose of furthering historic preservation activities, including but not limited to, F.S. § 193.503, or subsequent statutes, and the National Register of Historic Places Program.

B. It is also the purpose of this article to foster civic pride in the accomplishments of the past, to protect and enhance the city's attraction to visitors, and to promote the use of individual sites and districts for the education, pleasure and welfare of the people of the city.

10.05.02. *Definitions.*

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this article, except where the context clearly indicates a different meaning:

Adaptive use means the process of converting a building to a use other than that for which it was designed.

Addition means a construction project physically connected to the exterior of a historic building.

Alteration means any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features~~.~~.

Archaeological site means a single specific location that has yielded or is likely to yield information on local history or pre-history.

Artifact means any object which is a product of human modification or objects that have been transported to a site by a people.

Board or the historic preservation board means the city historic preservation board as acting in its capacity as a board responsible for the designation and protection of historic property of the city as required by the Florida certified local government program of the Florida Department of State, Division of Historic Resources.

Building means any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Certificate of historic appropriateness means a written document, issued pursuant to this article, permitting specified alterations, demolition, new construction, or other work to a designated historic resource or for a contributing resource within a designated historic district.

Certificate of recognition means a certificate issued by the historic preservation officer recognizing properties designated as historic on the city register of historic places pursuant to this article.

~~Certificate to dig means a certificate issued by the historic preservation board granting permission for certain ground disturbing activities, such as filling, grading, swimming pool excavation and the removal of vegetation or trees that may involve the discovery of as yet unknown or known archaeological resources within a designated archaeological zone.~~

Certified local government means a government satisfying the requirements of the United States National Historic Preservation Act amendments of 1980 (Public Law 96-515) and the implementing of regulations of the U.S. Department of the Interior and the state.

Contributing resource means a building, landscape feature, object, structure or archaeological site or zone that adds to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because:

(1) It was present during the period of significance, it relates to the documented significance of the property and it possesses historic integrity reflecting its character at that time or is capable of yielding important information about the period; or

(2) It independently meets the national register criteria.

Cultural resources means any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant means a cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places

Cultural resources, protection of means a measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant means an archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Demolition means the act or process of wrecking, destroying or removing any building or structure, or any portion thereof.

Department means the city's community development department.

Designated exterior means all outside surfaces of any improvement listed in the designation report a shaving significant value to the historic character of the building or district.

Designation report means a document prepared by the historic preservation officer for all properties and districts that are proposed for local historic designation. The designation report, at a minimum, must include a boundary description of the proposed historic property or district, an evaluation of its historic significance as it relates to the criteria for significance, location map, representative photographs, and physical description of the historic resource.

Earthworks means linear ridges, circular embankments and causeways constructed of earth and/or shell ,as well as their associated borrow pits, and both linear and circular ditches. These are most often associated with other pre-contact features such as mounds or middens, but they may occasionally be encountered in isolation.

Excavation means to make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Exterior means that portion of a building extending from grade to the top of the roof ridge line or height of the parapet wall, and the entire width of the building elevation; and includes all outside surfaces of a structure.

Facade easement means a binding agreement whereby a property owner pledges to retain intact the exterior of a building and such outbuildings and appurtenances that are relevant to the history or design of the structure.

Historic property means a building, site, structure, or object which is:

(1)Individually listed in the National Register of Historic Places;

(2) A contributing property in a National Register listed historic district;

(3) Designated as a historic property or landmark under the provisions of a local historic preservation ordinance; or

Historic preservation officer means a person appointed by the city manager to serve as the staff to the historic preservation board. That person shall be experienced in and knowledgeable about architectural history, urban design, historic preservation principles, planning and land use regulations.

Historic resource means any site, building, structure, object, landscape feature or other real or personal property of historical, architectural or archaeological value, which resource has been designated as historic on the city register of historic places pursuant to procedures described in this article. The properties may include, but are not limited to, monuments, memorials, habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof relating to the history, government or culture of the city, county, the state or the United States of America.

Historic site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, when the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing resource

Historic survey means the results of a systematic process of identifying significant buildings, sites and structures through visual inspection and research, with the results archived in the Florida Master Site File maintained by the Florida Department of State, Division of Historical Resources.

Improvement means any building, structure, fence, gate, wall, walkway, driveway, park, light fixture, bench, fountain, sign, work of art, earth works, or other manmade objects constituting a physical improvement of real property, or any part of such improvement.

Infill means descriptive of buildings that have been designed and built to replace missing structures or otherwise fill gaps in the streetscape.

Integrity. Any resource proposed for historic designation must retain its historic integrity. Integrity is measured by the retention of location, design, feeling and association. For example, if a building has been subject to unsympathetic alterations that have compromised the quality of its design, it may not be designated. With regard to association, if the property proposed for designation has been moved, or the context of its original use or setting has been compromised, it may not be listed.

Landscape feature means an embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Lot means a parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

National register of historic places means a federal listing maintained by the United States Department of the Interior of buildings, sites, structures, objects and districts that have met the criteria for significance as determined by the Historic Preservation Act of 1966, as amended.

Noncontributing resource means a building, landscape feature, object, structure or archaeological resource that does not add to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was not present during the period of significance, or it does not relate to the documented significance of the property, and/or, due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period, or it does not independently meet the national register criteria. A noncontributing resource shall not be subject to the requirements for a certificate of historic appropriateness.

Opt-out provision means a policy which allows the legal owner of record to decline the historic designation of their property. Their opposition to the local historic designation shall be substantiated by written evidence of their ownership, accompanied by a copy of the form, prepared by the historic preservation officer, which elects the "opt-out" provision.

Ordinary maintenance or repair means any work for which a building permit is not required by law, and where the purpose and effect of such work is to repair damage or to prevent deterioration or decay of a building or structure, or any part thereof, by restoring the building or structure, or any part thereof, as nearly as possible, to its condition prior to the occurrence of such deterioration, damage, or

decay. Ordinary maintenance or repair shall not be subject to the requirements for a certificate of historic appropriateness.

Owner means:

(1) As to real property, the fee simple owner as identified in official records of the county.

(2) As to personal property, the owner as supported by an affidavit of ownership.

Preservation means the identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Real property means land and all improvements to the land that generally include only immovable improvements.

Reconstruction means the act or process of reproducing, by means of new construction, the exact form, features, and detail of a non-surviving building, structure or object, or a part thereof, as it appeared at a specific period in time.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use, while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

Relocation means the process of physically moving a building, structure, or object to another site. For historic resources, relocation is recommended only when there are no other preservation alternatives, and the destruction of the historic property at its present location is imminent.

Rendition means the date that a written determination is filed in the records of the secretary to the historic preservation board.

Restoration means the act or process of accurately recovering the form, features, and character of a property as it appeared at a particular period of time, which may involve the removal of later additions or alterations, or the replacement of missing features.

Secretary of the Interior's Standards for Rehabilitation means a set of guidelines produced by the United States Department of the Interior that establish professional standards for the sensitive rehabilitation of an historic property. The ten standards generally address design issues which include character defining features; changes which have occurred over the course of the property's history; desirable approaches to the repair of damaged features; appropriate cleaning methods, and design approaches to new construction.

Setting means the physical environment of a historic property. It involves how, not just where, the property is situated and its relationship to surrounding features and open space.

Site improvement includes, but is not limited to, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

Stabilization means the act or process of applying measures to reestablish weather resistant enclosure and structural stability while maintaining the essential form, as it exists at present.

Structure means anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure.

10.05.03. *Lands not subject to cultural resource survey*. A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation, within 5 years from the time of application and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

A. A cultural resource field survey, assessment report, and historical or archaeological investigation shall not be required for any parcel or lot that is part of a platted subdivision within the City boundaries and recorded with the Clerk of Circuit Court and Comptroller of Flagler County.

10.05.04. *Lands subject to cultural resource ~~investigatio~~ assessment survey and other archeological investigation~~n~~*. A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously ~~investigated~~ surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "significant" or as "potentially eligible ~~significant~~" for listing in the National Registered of Historic Places (the criteria by which site significance is measured) or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP) criteria that has not yet been recorded to the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory. that has not yet been entered into the Florida Master Site File.

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

10.05.05. *Professional qualifications and cultural resource assessment survey requirements*.

A. Professional qualification. Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. Cultural resources assessment survey ~~and assessment~~. Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Survey (CRAS) and

Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, ~~-~~and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of construction activities, a copy of a survey clearance letter issued by the Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official Historical Preservation Officer. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review)~~data~~, soil types, and ~~site~~ elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources.~~.~~ ~~The following may substitute for~~ The Land Use Administrator may waive a Cultural Resources Assessment Survey if a Registered Professional Archaeologist (RPA) provides a certified written determination confirming any of the following:~~a cultural resource site survey and assessment if certified by a certified archaeologist in writing to the Land Use Administrator~~:

1. A determination that subject property has a low probability of yielding cultural resources.

2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.

3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

~~10.05.06. *Property containing potential and significant cultural resource sites*. If property is determined to have a potentially significant or a significant cultural resource in areas proposed for development, the City shall adhere to the recommendations of the state historic preservation officer and shall require the applicant to do one or more of the following prior to the issuance of a development order or permit:~~

~~A. Preserve cultural resources within the open space of the development.~~

~~B. Redesign the development to accommodate preservation of all or a portion of the site containing the cultural resource.~~

~~C. The property owner may voluntarily fund or seek funding for excavation of the resource, if agreed to by the Florida Department of Historical Resources.~~

10.05.067. *Fortuitous finds and unmarked human burials*. The following requirements apply to all building construction or alteration, or land alteration activities:

A. Evidence of the existence of cultural resources. If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, ~~aboriginal~~ indigenous or historic pottery, bone tools, historic structures building foundations, burial shell mounds, shell middens, ~~or~~ sand mounds or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division ~~Department~~ of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a professional archaeologist and, if warranted, a copy of a clearance letter from the Sstate H~~h~~istoric P~~p~~reservation O~~o~~fficer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. Discovery of human skeletal remains. In the event that unmarked human remains are encountered during permitted activities it shall be reported to the City immediately, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).~~In accordance with the Florida Statutes, if any human skeletal remains or unmarked human burial is discovered, other than during a cultural resource excavation authorized by the state or an educational institution, all activity that may disturb the unmarked human burial shall cease immediately and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or the state archaeologist.~~

10.05.078. *Appointment; duties of historic preservation officer.*

The historic preservation program provided for in this article shall be assigned to the community development department of the city but such assignment may be altered from time to time as determined by the City Manager. The City Manager shall appoint a person to serve as historic

preservation officer to assist the historic preservation board. The appointee shall be experienced with, and knowledgeable in, architectural history, urban design, local history, landscape materials, site planning and land use regulations. The historic preservation officer shall:

A. Schedule meetings of the historic preservation board, prepare agendas for the historic preservation board meetings, and ensure that proper notice is given to the public for all regular and special historic preservation board meetings and hearings.

B. Prepare local historic designation reports and make recommendations to the historic preservation board as to whether or not they meet the designation criteria established in section 10.05.101~~1~~.

C. Prepare and review National Register of Historic Places nominations.

D. Provide advice to applicants for certificates of appropriateness regarding the standards and guidelines incorporated within the Secretary of the Interior's Standards.

E. Serve as a resource to applicants concerning the criteria as well as the process and procedures for the designation of historic resources, historic districts, archaeological sites and zones.

F. Review completed applications for a certificate of historic appropriateness for a designated historic resource or for contributing properties within an historic district; provide any necessary field checks of the site; and make approval/denial recommendations to the historic preservation board.

G. Maintain and update an official inventory that includes photographs and maps for all officially designated historic resources, districts, archaeological sites and zones listed in the city register of historic places.

H. Prior to issuance of any building permits, review all final development plans for designated historic resources and historic districts for their compliance with terms and conditions of the approved certificate of historic appropriateness, as applicable.

I. Issue all certificates of recognition for designated historic resources.

J. Issue all approved certificates of appropriateness for designated historic resources and for properties within historic districts.

K. Coordinate with other city departments, public agencies and private groups, and the general public, as required, to provide a continuing effort to protect and preserve significant elements of the manmade and the natural environment through public education and encouragement of preservation policies.

L. Serve as the certified local government coordinator between the historic preservation board and the Division of Historical Resources, Florida Department of State.

M. Promote the awareness of historic preservation and its community benefits to the general public and to school children through promotional materials, guidebooks, tours, informational brochures, educational tools, workshops, lectures, and presentations.

N. Apply for preservation awards and grants.

O. Participate in other preservation programs, as appropriate.

P. Submit a preliminary application for historic designation pursuant to the direction of the historic preservation board.

10.05.089. *Historic Preservation Board.*

A. Creation. There is hereby created the city historic preservation board, referred to in this section as the board, as an agency of the city government in and for the city. The board is hereby vested with the power, authority, and jurisdiction to inventory, designate, certify, regulate, and manage historic resources in the city as provided for in this section.

B. The historic preservation board shall consist of fiveseven members and two alternates, appointed by the city council.

C. Alternate members may attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in board deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat. In the event that foursix regular members are present and voting and two alternate members are present, the alternate member who may vote and make motions is the alternate member who has served on the board for the longest period of time, regardless of whether said service is interrupted.

D. As a participant in the Florida certified local government program as declared by the Florida Department of State, Division of Historical Resources, appointments to the historic preservation board shall be made based upon a reasonable effort to appoint members who are residents of the city from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting. Lay persons who are residents, owners of property located within the city and individuals engaged in business within the city may make up the balance of the membership in the event that there are not enough qualified and eligible residents, provided the individual has demonstrated special interest, experience or knowledge in history, architecture, or a related discipline. The term "engaged in business" shall mean owning a business or serving as an officer or director of a corporation or other business entity so engaged.

E. Terms. In soliciting applications for the initial appointees, threefour of the sfiveeven regular member positions shall be for a three-year term and the remaining twothree regular member positions shall be for a two-year term. One of the alternate positions shall be for a two-year term and the other alternate position shall be for a one-year term. Members shall be eligible for reappointment in accordance with Sec. 2-2 (a)(1), *City of Palm Coast Code of Ordinances*. All appointments after the historic preservation review board is first established shall be for a three-year term.

F. Compensation. The members of the historic preservation board shall serve without compensation or honorarium.

G. The presence at a meeting of ~~three~~four regular or alternate members of the historic preservation board constitutes a quorum. The affirmative vote of a majority of the regular and alternate board members present and voting is necessary for the adoption of any motion.

H. The historic and preservation board shall schedule a minimum of four regular meetings per year.

I. An individual from city staff shall serve as recording secretary to the board and that individual shall be charged with maintaining board records in accordance with established city policies.

J. An individual shall be appointed by the city manager to serve as historic preservation officer to the board on behalf of the city, as prescribed by section 10.05.07~~8~~.

K. In its capacity as the designated historic preservation board, the board is hereby vested with the power, authority and jurisdiction on a city-wide basis to recommend local historic designations, regulate and administer historical, cultural, archaeological and architectural resources in the city as prescribed by Section 10.05 under the direct jurisdiction and legislative control of the city council.

10.05.0~~1~~9~~0~~. *Duties of the Board.*

The historic preservation board, in addition to such other powers, duties, and authority as may be set forth elsewhere in this Code or in any other ordinance of the city, shall have the following powers and duties:

A. Ensure the maintenance and updating of the files from any previous historic survey within the city for the purpose of identifying those resources, districts and sites and zones of special historic, aesthetic, architectural, archaeological, cultural, or social value or interest. The historic preservation board shall ensure improvement and expansion of the survey with additional sites, documentary information, oral histories, and other such materials as may become available; and shall periodically re-evaluate the survey to determine whether changing times and values warrant recognition of new or different areas of significance.

B. Recommend to the city council properties for designation as historic resources, historic districts, archaeological sites and zones on the city register of historic places and monitor the administration and up keep of the local register of historic resources and historic districts.

C. Participate in the national register program in the state to the greatest possible extent, as defined by the Historic Preservation Act of 1966, as amended, and regulations and rules drafted pursuant to that Act by the National Park Service and the Florida State Bureau of Historic Preservation.

D. Serve as a quasi-judicial instrument to approve or deny special certificates of appropriateness pursuant to this Code.

E. Recommend to the appropriate bodies that certain provisions of the city's codes be amended, varied, waived, or superseded when appropriate as a means of encouraging historic preservation.

F. Develop, establish and regulate guidelines concerning contemporaneous architectural styles, building materials and so forth for historic resources and within historic districts that will supplement the Secretary of the Interior's Standards. Such guidelines will be subject to review by the planning and zoning board, and will be subject to approval by the city council.

G. Make recommendations to the city council about facade easements and the imposition of other restrictions.

H. Maintain an inventory of historically or archaeologically significant resources, districts, sites or zones within the city. All inventory materials shall be compatible with the Florida Master Site File. Inventory materials shall be available to the public upon request, and copies of inventory materials, as permitted by law, regulation or statute, shall be provided to the Florida Bureau of Historic Preservation.

I. Increase public awareness of the value of historic preservation by developing and participating in public information programs.

J. Make recommendations to the city council concerning the utilization of grants, donations, and/or city funds to promote the preservation and conservation of historically and/or aesthetically significant archaeological sites and zones, historic resources and historic districts.

K. Evaluate, comment upon and make recommendations to the city council concerning the deliberations and decisions of other public agencies affecting the physical development and appearance of historically and aesthetically significant archaeological sites, archaeological zones, historic resources, and historic districts.

L. Contact public and private organizations, businesses and individuals to endeavor to arrange agreements to help ensure the conservation and preservation of historically and aesthetically significant resources, buildings, structures, and districts for which demolition or destruction is proposed.

M. In the name of the city, and only with the express approval of the city council, seek, apply for, solicit, receive and expend any federal, state or private grant, gift or bequest of any funding, property, or interest in property to further the purposes of historic and heritage conservation and preservation. Acceptance of any loans, grants, bequests, gifts or revenues from sources other than fees must be approved by the city council.

N. Create and approve standardized historic markers and plaques and issue recognition to designated historic resources and historic districts within the city.

O. In its capacity as the historic preservation board, provide recommendations to city council, the planning and zoning board, and projects subject to architectural review as appropriate, that relate to historic preservation in order to ensure its place as an integral and ongoing part of all city planning and zoning codes, the city land use plan, and any comprehensive use planning required by the state.

P. Advise the city council on all matters related to the use, administration and maintenance of city owned designated historic resources and historic districts.

Q. Recommend to city council, as appropriate, that city council adopt an ordinance allowing ad valorem tax exemptions to historic properties subject to the requirements of this article and F.S. § 196.1997.

R. Recommend to city council, as appropriate, that city council adopt an ordinance providing for the assessment of historic properties that are used for commercial or certain non profit purposes, as provided for by F.S. § 193.503.

S. Comply with the requirements of the State of Florida's Division of Historical Resources Certified Local Government Program.

T. Execute any other functions that may be approved by ordinance or resolution of the city council.

10.05.101. *Designation process and procedure.*

A. *Design and construction criteria*. Consistent with the criteria established by the National Register of Historic Places, the historic preservation board shall recommend for designation on the city register of historic places as individual historic resources, historic districts, archaeological sites and zones, those places, buildings, structures, objects, landscape features, archaeological sites, archaeological zones, and other improvements that are significant in the city's history, architecture, archaeology and culture, and that possess integrity of location, design, setting, materials, workmanship or association; and that meet one or more of the following criteria:

1. Is associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation. In order to justify eligibility for a property under the "events" criterion, the property must have an important association with the event or historic trend, and retain its historic integrity. Examples of properties associated with events could be the site of a battle, the building in which an important invention was developed; or an archaeological site at which a major new aspect of prehistory was discovered, such as the first evidence of man and extinct pleistocene animals being contemporaneous. Properties associated with a pattern of events could include a trail associated with migration; a railroad station that served as the focus of a community's transportation system and commerce; a building used by an important social organization, or a downtown district representing a town's growth as the commercial focus of the surrounding area.

2. Recognizes the quality of design and construction and embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the local state environment; or represents a distinguishable entity whose components may lack individual distinction. In order to justify eligibility for a property under the "design and construction" criterion, the property must physically convey the qualities for which it is nominated. Distinctive characteristics refer to the physical features or traits that commonly recur in individual types, periods or methods of construction. Characteristics may

be expressed in terms such as form, proportion, structure, plan, style or materials. They can be general, referring to ideas of design and construction such as basic plan or form, or they can be specific, referring to precise ways of combining particular kinds of materials. Properties associated with design and construction could include a residence or commercial building representing a significant style of architecture; a movie theater embodying high artistic value in its decorative features, or a bridge representing technological advances.

3. Has yielded, or is likely to yield, historical or pre-historical information. In order to justify eligibility under the "information potential" criterion, the property must have, or have had, information to contribute to our understanding of human history or pre-history, and the information must be considered important. The site must retain the ability to convey its association as the repository of important information, the location of historic events, or the representation of important trends.

4. Is listed in the National Register of Historic Places as established by the National Historic Preservation Act of 1966 (as amended).

5. Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historical, cultural, or architectural motif; or because of its prominent or spatial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

B. Procedures for historic designation. The historic preservation board shall review all applications for designation of properties as historic resources, historic districts, and archaeological sites and zones, according to the following procedures:

1. *Individual designation as historic resource.*

a. *Application*. The owner of any property in the city or the historic preservation officer may petition the historic preservation board for designation of the property as an individual resource by submitting an application for historic designation to the historic preservation board. An owner's application for designation of a property as a historic resource will not be deemed complete without the written and notarized consent of all owners of the subject property. The historic preservation board is empowered to initiate the designation process pursuant to this section by directing the historic preservation officer to prepare and submit a preliminary application to the board regarding a particular property.

b. *Owner consent required*. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a historic resource without the written consent of the property owners. The owner's consent shall be recorded in the official records of the county. If all owners of the subject property do not consent to designation of the subject property as a historic resource, then the board must deny the petition as submitted.

c. *Board preliminary review*. After the historic preservation board's preliminary review of the application, the owner consent and any additional relevant

information, the board shall determine whether the historic preservation officer will prepare a designation report in accordance with this section.

2. *Historic district designation.*

a. Preliminary interest. Upon the direction of the historic preservation board, the historic preservation officer will research properties and ownership to define the boundaries of a proposed historic district and will prepare a designation report, all in accordance with this section.

b. Boundaries of the historic district. In the case of an historic district, a process will be accomplished to determine the level of owner support for the designation. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

1. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

2. The historic preservation officer or his designee shall hold a public workshop to determine the support of the property owners in the proposed district. Notice of the public workshop shall be mailed to all owners of record (as determined by the most current county tax rolls), by certified mail.

3. No historic district may be created unless at least 50 percent of the lots in the proposed district reflect a contributing resource within the historic district. In the event a contributing resource within a designated historic district is deemed noncontributing after designation, such change in status of the individual property shall not require a change to the boundaries of a designated historic district.

4. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a contributing resource in the historic district without the written and notarized consent of the owners of the contributing resource. If all owners of the subject property do not consent to designation of the subject property as a contributing resource, then the board may include the subject property as a noncontributing resource within the historic district, but may not include the subject property as a contributing resource within the historic district. Property owner consent is not required to include a property as noncontributing within a designated historic district.

c. If more than 50 percent of the lots within a proposed historic district include contributing resources, the historic preservation officer shall submit a petition for designation as a historic district and a supporting designation report to the historic preservation board.

3. *Designation reports*. Prior to the designation of an individual resource, a historic district, an archaeological site or zone, an investigation and designation report must be prepared by the historic preservation officer and filed with the historic preservation board. The designation report shall not be prepared without the consent of the historic preservation board. All designation reports must address the following:

a. Legal description, parcel identification number and tax account number of each property.

b. Historical, cultural, architectural or archaeological significance of the property and how the property fulfills the criteria for designation.

c. Boundaries for individual historic resources and archaeological sites and a recommendation of boundaries for historic districts and archaeological zones. When a district is recommended, the report must identify those properties that are not historically or architecturally contributing to the district. The properties identified as noncontributing shall not be subject to the requirements of the certificate of historical appropriateness process. District boundaries shall be drawn to encompass, but not exceed, the extent of the significant resources and land areas comprising the property. For example, in defining the boundaries for a residence, the boundary should be drawn so that it incorporates the footprint of the building as well as the yard, as the green space acknowledges the setting and context of the property. Buffer zones or acreage not directly contributing to the significance of the property shall not be included for purposes of identifying individual historic resources or contributing resources in a historic district.

d. Current conditions. All reports shall be based on the existing conditions of the property, and shall address whether or not the historic integrity of the property has been maintained.

e. Location map. The report shall also contain a location map and photographs of all exterior surfaces and interior if applicable.

f. Optional designation of interiors. Normally interior spaces shall not be subject to regulation under this section. However, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces that are normally open to the public may be specifically designated. The designation report shall describe precisely those features subject to review.

4. *Other relevant information*. The historic preservation officer or their designee shall provide the historic preservation board with evidence of the required notices of the public hearing, evidence of the required owner consent, and other relevant information not otherwise included in the designation report.

5. Public hearing. For each historic resource, historic district, archaeological site and zone proposed for designation, where the required consent of the contributing property owner has been established and the designation report has been completed, a public hearing shall be held by the historic preservation board to determine the eligibility of the property for designation on the city register of historic places. All interested persons shall be given an opportunity to be heard at the public hearing on the proposed designation.

C~~D~~. *Procedures for notifications and hearings on proposed designations*. The notice of public hearing, provided pursuant to this section, shall serve as notification of the intent of the historic preservation board to consider designation of the subject property as historic on city register of historic places.

12. ~~*Courtesy* *Mailed*~~ *notice*. At least ~~15~~ 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

~~3~~2. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least ~~ten~~ seven days prior to the date of the hearing.

3. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.

D~~E~~. *Decision of the historic preservation board.* The historic preservation board shall make its decision to approve, deny or amend the proposed designation on the city register of historic places at the public hearing. It may also continue the matter for additional information or cause. Should the historic preservation board recommend the historic resource as eligible for designation pursuant to the criteria set forth in section 10.05.1~~0~~1 (a) and provided the owners consent as required by this section, the recommendation shall be forwarded promptly to the city council for final consideration. Failure of the city council to act on the recommendation of the historic preservation board within 180 days shall be deemed a denial by city council of the proposed historic designation.

E~~F~~. City council actions. The city council shall either approve, deny or approve with conditions the designation on the city register of historic places, and shall designate pursuant to the criteria set forth in subsection A or B of this section the property by resolution. The following parties shall be notified of its actions with a copy of the resolution:

1. All affected city departments;

2. The city clerk, who shall record such resolution in the official records of the county;

3. Owner of the affected property and other parties having an interest in the property, if known; and

4. Appropriate county and state official as per the requirements for certified local governments.

F~~G~~. *Amendment or rescission.* Subject to the same procedures used in the original designation of the city register of historic places, as amended from time to time, the city council may amend or rescind any designation provided:

1. The property fails to comply with the criteria set forth in subsection A or B of this section;

2. At the time of the designation on the city register of historic places, all owners of the subject individual resource did not consent to such designation; or

3. At the time of the designation on the city register of historic places, all owners of the particular designated contributing resource in a historic district did not consent to such designation as a contributing resource, except that such shall not require modification to the boundaries of the designated historic district such that the subject resource shall be deemed a noncontributing resource within such district.

GH. Appeal of designation. A party aggrieved by a designation decision may appeal such decision to the city council in the manner provided for in this article.

10.05.112. *Nomination to the national register of historic places.*

A. The historic preservation board complements the Florida National Register Review Board in the review of proposed nominations to the national register. National Register nomination proposals located in the city will be reviewed by the historic preservation board. The historic preservation board will develop or receive the documentation necessary to nominate properties to the national register. The board shall evaluate nomination proposals received for completeness in a timely manner. Should the nomination proposal not be technically complete, the board shall notify the proposal's sponsor in writing, identifying the technical deficiencies, within 30 days after receipt of the nomination proposal. If the nomination proposal is technically complete, the board shall place the item on its agenda for the next meeting or, should notification provisions outlined below make this impossible, for the earliest possible regular meeting.

BC. Nomination proposals shall be considered by the historic preservation board at a public meeting, and all votes on nomination proposals shall be recorded and made a part of the minutes. All nomination proposals shall be forwarded, with a record of official action taken by the board and the recommendation of the city council and board of county commissioners, to the state historic preservation officer within 30 days after the historic preservation board meeting at which they were considered.

CD. Any person or organization which supports or opposes the nomination of a property to the national register shall be afforded the opportunity to make its their views known in writing. All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded with approved proposals to the state historic preservation officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the state historic preservation officer.

DE. Nomination proposals to be considered by the historic preservation board shall be on file at city hall for at least 30 days but not more than 75 days prior to the board meeting at which they will be considered. A copy shall be made available by mail when requested by the public and shall be made available at a location of reasonable

local public access so that written comments regarding a nomination proposal can be prepared.

EF. Historic preservation board review and notification procedures do not apply when a federal agency nominates a property under its ownership or control. The board is encouraged to coordinate with federal agencies to the extent practical in the consideration of such nominations.

10.05.123. Certificate of historic appropriateness

A. Regarding any architectural features, landscape features, or site improvements, no property, site, building, structure, object, landscape feature or other real property within the city which has been designated as historic on the city register of historic places may be erected, altered, restored, rehabilitated, renovated, excavated, relocated, or demolished until a certificate of historic appropriateness has been approved under the procedures in this article. Ordinary maintenance or repair, as defined by this article, does not require a certificate of historic appropriateness. Architectural features shall include, but not be limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and material and color of roofs, windows, doors, siding, masonry, porches, storefronts and other architectural features.

B. Procedure. All applications for required certificates of historic appropriateness shall be reviewed according to the procedures set forth in this section. The standard certificate of historic appropriateness is issued by either the historic preservation officer or the historic preservation board. The special certificate of historic appropriateness is issued by the historic preservation board.

C. Regulated work items.

1. For each of the regulated work items set forth below affecting architectural features, landscape features, or site improvements designated as historic on the city register of historic places, the following applies:

a. Ordinary maintenance. If the regulated work constitutes ordinary maintenance or repair, as defined in this chapter, the regulated work may be done without a certificate of historic appropriateness.

b. Standard certificate of historic appropriateness. A standard certificate of historic appropriateness is required for work that does not constitute ordinary maintenance or repair and is deemed to have a minimal impact to the subject historic resource such that the work will result in the preservation of the original appearance and will meet the Secretary of the Interior's Standards for Rehabilitation and the applicable specific design guidelines on file in the community development department. Examples of work that may be considered to have minimal impact could include minor alterations to the rear of a historic structure that is not visible from the public right-of-way or the construction of a deck to the rear of a historic structure that does not obscure architectural features and that is easily removable.

c. Special certificate of historic appropriateness. A special certificate of historic appropriateness is required for work that does not constitute ordinary

maintenance or repair and is deemed to have more than a minimal impact to the subject historic resource.

2. Regulated work. The following are regulated work items:

a. Abrasive cleaning. Cleaning of exterior walls by blasting with abrasive materials.

b. Awnings or canopies. Installation, modification or removal of awnings or canopies.

c. Decks. Installation, modification or removal of all decks located above the first-floor level and located on the front of the structure.

d. Exterior doors and door frames. Installation of an exterior door or door frame, or the infill of an existing door opening.

e. Exterior walls. Installation, modification or removal of any exterior wall, including the enclosure of any porch or other outdoor area.

f. Exterior architectural details and exterior materials. Installation, modification or removal of any exterior architectural details and exterior materials.

g. Fencing. The installation, modification or relocation of wood, chain link, masonry (garden walls) or wrought iron fencing, or the removal of masonry (garden walls) or wrought iron fencing.

h. Fire escapes, exterior stairs and ramps for the handicapped. The installation or removal of all fire escapes, exterior stairs or ramps.

i. New structures and new parking lots.

j. Painting. Painting unpainted masonry, including stone, brick, terracotta and concrete.

k. Porch fixtures. Installation, modification or removal of railings or other wood, wrought iron or masonry detailing.

l. Roofs. Installation of new materials, or removal of existing materials.

m. Security grilles. Installation or removal of security grilles, except that in no case shall permission to install such grilles be completely denied.

n. Siding. Installation of new materials, or removal of existing materials.

o. Skylights. Installation or removal of skylights.

p. Screen windows and doors. Installation of screen windows or screen doors.

q. Windows and window frames. Installation of a window or window frame or the infill of an existing window opening.

D. A required certificate of historic appropriateness shall be considered prerequisite to the issuance of any other permits required by law or this Code. The issuance of a certificate of historic appropriateness shall not relieve the applicant from obtaining other permits or approvals required by the city or any other government agency having jurisdiction. A building permit or other city permit shall be invalid if it is obtained without a certificate of historic appropriateness required for the proposed work.

E. Landscape features and site improvements will include, but not be limited to, individual plants, such as a specimen tree, or groups of plants, such as a hedge, allee, agricultural field, planting bed, or naturally occurring plant community or habitat, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

F. No certificate of historic appropriateness will be approved unless the architectural plan for said construction, reconstruction, relocation, alteration, excavation, restoration, rehabilitation, renovation, or demolition is approved by the historic preservation board or the historic preservation officer, as provided in this section.

G. Relocation of a building or structure will include, but not be limited to, moving a building or structure into or within or out of the city and will require the same review procedures as described in this section. Relocation of historic buildings and structures to other sites will not take place unless it is shown that their preservation on their existing or original sites is not consistent with the purposes of this article or would cause undue hardship to the property owner.

H. Forms and fees. Applications for certificates of appropriateness must be made on forms provided by the historic preservation officer and must be submitted with a fee, payable to the city.

I. Pre-application conference. Before submitting an application for a certificate of historic appropriateness, an applicant may confer, at such applicant's election, with the historic preservation officer to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys, and historic data. The purpose of such conference is to further discuss and clarify preservation objectives and design guidelines. In no case, however, shall any statement or representation made prior to completion of official application review be binding on the city.

J. Guidelines for review and issuance.

1. In addition to adopted resource-specific design guidelines, the U.S. Secretary of the Interior's Standards for Rehabilitation are hereby adopted as the standards by which applications for any certificate of historic appropriateness are to be measured and evaluated. In adopting these guidelines, it is the intent of this article to promote the proper maintenance, restoration, preservation, rehabilitation, or reconstruction appropriate to the property, and compatible contemporary designs, that are harmonious with the exterior architectural and landscape features of neighboring buildings, and streetscapes. The salient points of these standards are as follows:

a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be retained and preserved.

f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

j. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

K. Scope of review and general design considerations. The review of the exterior architectural features will include:

1. The architectural style, scale, massing, siting and the general arrangement of the structure's exterior including:

a. The type and texture of building material;

b. The type, style and materials of roofs, windows, doors, siding, and signs;

c. Prominent architectural features such as porches, balconies, dormers, storefronts, and other important elements that comprise the overall design; and

d. The collective composition of these elements.

2. In considering proposals for alterations to the exterior of historic buildings and structures and in applying development and preservation standards, the documented, original design of the building may be considered, among other factors.

3. Demolition of historic resources or contributing resources within historic sites, archaeological sites, archaeological zones, buildings, structures, improvements, and appurtenances designated as historic on the city register of historic places shall be regulated by the historic preservation board.

-L. Standard certificate of historic appropriateness. The historic preservation officer reviews and issues standard certificates of appropriateness, subject to guidelines for review and issuance set forth in subsection J of this section. Within ten business days from the receipt of a complete application, the historic preservation officer shall approve or deny the application. The findings of the historic preservation officer shall be mailed to the applicant, accompanied by a statement that explains the officer's decisions. The applicant shall have the opportunity to challenge the officer's decision by applying for a special certificate of historic appropriateness within 30 days of the officer's findings. Further, the applicant may initially request that his application be classified as a special certificate of historic appropriateness so that the historic preservation board will consider it. A standard certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period.

M. Special certificate of historic appropriateness. The historic preservation board reviews and issues special certificates of appropriateness, subject to guidelines for review and issuance set forth in this section. A special certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period. When the action proposed involves a special certificate of historic appropriateness, the following procedures shall govern:

1. ~~Time limit and p~~Public hearing. ~~The historic preservation board shall act upon an application within 45 days of receipt of a completed application~~Upon receipt of a completed application, the historic preservation officer will schedule the application at the next available historic preservation board public hearing. The historic preservation board shall hold a public hearing with notice of the application and the time and place of the hearing as follows:

a. ~~1.~~ *Mailed notice*. At least 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

b2. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least seven days prior to the date of the hearing.

c3. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.~~a. The applicant shall be notified at least ten calendar days prior to the meeting.~~

~~b. Any individual or organization requesting such notification and paying any established fees therefor shall be notified by mail at least ten calendar days prior to the hearing.~~

~~c. A courtesy notice shall be mailed to the owner of record for properties within a 500-foot radius of the affected property using addresses as set forth in the most recent copy of the ad valorem real property tax rolls prepared by the county property appraiser. Failure to receive such notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.~~

~~d. An advertisement shall be placed in a newspaper at least ten calendar days prior to the hearing.~~

2. At the public hearing, the historic preservation board shall approve, deny, or approve with conditions, subject to the acceptance of those conditions by the applicant. The historic preservation board may suspend action on the application for a period not to exceed ~~45~~ 60 days in order to seek technical advice from outside its members or to further meet with the applicant to revise or modify the application.

3. The findings of the historic preservation board shall be mailed to the applicant within ten days of the historic preservation board's decision accompanied by a statement in full regarding the historic preservation board's decision.

4. In the event the historic preservation board denies any completed application, the applicant may appeal the historic preservation board's decision to the city council in the manner provided for in this article.

N. Records. The decision of the historic preservation board shall be issued in writing. Evidence of approval of the application shall be the issuing of a certificate of historic appropriateness by the historic preservation board or the historic preservation officer. Notice in writing of the historic preservation board's decision shall be given to the applicant, the director of the community development department and the city clerk. When an application is denied, the historic preservation board's notice shall provide an adequate written explanation of its decision. The historic preservation board shall keep a written record showing its action on each motion considered.

O. Changes in approved work. Any change in work proposed subsequent to the issuance of a certificate of historic appropriateness shall be reviewed by the historic preservation officer.

1. If the historic preservation officer finds that the proposed change does not materially affect the historic character, or the proposed change is in accord with approved guidelines, standards, and the certificate that was previously approved, the historic preservation officer may approve the change and amend the current certificate of historic appropriateness.

2. If the historic preservation officer finds that the proposed change materially affects the historic character, or the change is not in accordance with guidelines, standards, or the certificate of historic appropriateness previously approved by the historic preservation board, a new certificate of historic appropriateness shall be required. The same time limits, notification procedures and all other procedural requirements shall be met, as the application is considered a new application.

P. Demolition. Demolition of a historic resource shall require a special certificate of historic appropriateness.

1. Review of any certificate of historic appropriateness for demolition shall be in accordance with criteria set forth in this section.

a. The historic preservation board may grant a certificate of historic appropriateness to demolish with a deferred effective date of up to 18 months from the date of the historic preservation board's decision after a public hearing. The effective date shall be determined by the historic preservation board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition deferral period, the historic preservation board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this article. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested persons, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features. After the specified expiration date of the deferred certificate of historic appropriateness, a demolition permit shall be issued if requested by the applicant.

b. No decision of the historic preservation board shall result in undue economic hardship for the property owner. The historic preservation board shall have authority to determine the existence of such hardship in accordance with the provisions established in section 10.05.134 A.

c. The historic preservation board's refusal to grant a certificate of historic appropriateness for the purpose of demolition will be supported within 15 calendar days by a written statement describing the public interest that the historic preservation board seeks to preserve.

d. In connection with any certificate of historic appropriateness for demolition of buildings or improvements, the historic preservation board may encourage the salvage and preservation of building materials or architectural details and

ornaments, fixtures and the like for reuse in restoration of other historic properties.

e. The historic preservation board may also require, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.

2. In addition to all other provisions of this article, the historic preservation board shall consider the following standards in evaluating applications for a certificate of historic appropriateness for demolition of designated sites or buildings within a designated historic district in order to determine their relative significance, and therefore the length of the moratorium:

a. Is the structure of such interest or quality that it would reasonably meet national, state, regional or local criteria for designation as a significant historic or architectural site or structure?

b. Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty or expense?

c. Is the structure one of the last remaining examples of its kind in the city, county or region?

d. Does the structure contribute significantly to the historic character of a designated district?

e. Would retention of the structure promote the general welfare of the city by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?

f. Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

3. Special notice requirements. Notice of application for a certificate of historic appropriateness for demolition shall be posted on the premises of the building, structure or appurtenance proposed for demolition in a location and manner clearly visible from the street. Such notice will be posted within three working days of receipt of the application for demolition by the historic preservation board.

Q. Moving existing structures. An individually designated historic resource may not be relocated without a certificate of historic appropriateness. In considering such certificate, the historic preservation board shall determine whether or not any reasonable alternative is available for preserving the improvement or structure on its original site and whether or not the proposed relocation site is compatible with the historic setting and architectural integrity of the improvement or structure.

R. Removal or destruction of existing landscape features. No certificate of historic appropriateness shall be granted for removal, relocation, concealment or effective destruction by damage of any landscape features or vegetation especially

designated as significant within the boundaries of an individual historic resource or historic district unless one or more of the following conditions exist:

1. The designated landscape feature or site is located in the buildable area or yard area where a structure may be placed and unreasonably restricts the permitted use of the property.

2. The designated vegetation is inappropriate in a historical context or otherwise detracts from the character of a district.

3. The designated vegetation is diseased, injured or in danger of falling and reasonably interferes with utility service, creates unsafe vision clearance or conflicts with other applicable laws and regulations.

4. As a condition for issuance of the certificate of historic appropriateness, the applicant may be required to relocate or replace designated vegetation.

5. The designated vegetation is referenced on the current Florida Exotic Pest Plant List and its removal is required by law.

10.05.1~~3~~4. Administration and enforcement.

A. Undue economic hardship. Undue economic hardship may be considered only after a property has been designated or after an application for approval to alter or demolish a structure has been denied by the historic preservation board. In any instance in which there is a claim of undue economic hardship, the owner shall submit, by affidavit, to the historic preservation board, within ten days after the public hearing at which an application was denied, the following information:

1. For all property.

a. The amount paid for the property, the date of purchase and the party from whom purchased.

b. The assessed value of the land and improvements thereon, according to the two most recent assessments.

c. Real estate taxes for the previous two years.

d. Annual debt service, if any, for the previous two years.

e. All appraisals obtained within the previous two years by the owner or applicant in connection with his/their purchase, financing or ownership of the property.

f. Any listing of the property for sale or rent, price asked and offers received, if any.

g. Any consideration by the owner as to profitable adaptive uses for the property.

h. Estimates for repair using modern materials and, for comparison, estimates for historical reproduction.

2. For income-producing property.

a. Annual gross income from the property for the previous two years;

b. The assessed value of the land and improvements thereon, according to the two most recent assessments;

c. Annual cash flow, if any, for the previous two years; and

d. Itemized operating and maintenance expenses for the previous two years.

3. The historic preservation board may require that an applicant furnish such additional information believed to be relevant in the determination of undue economic hardship and may provide, in appropriate instances, that such additional information be furnished under oath or seal.

4. In the event that any of the required information is not reasonably available to the property owner and cannot be obtained by the property owner, the property owner shall file with his/their affidavit a statement of the information that cannot be obtained and the reasons why such information cannot be reasonably obtained. When such unobtainable information concerns required financial information, the property owner will submit a statement describing estimates that will be as accurate as are feasible

A. *Appeals.*

1. Within 30 calendar days of the rendition of the written decision of the historic preservation board, an aggrieved party may appeal the decision by filing a written notice of appeal, and an appeal fee, if any, as set by the city council from time to time by resolution, payable to the city. The notice of appeal shall state the decision that is being appealed, the grounds for the appeal, and a brief summary of the relief that is sought and shall be filed with the secretary to the historic preservation board. The city council shall conduct a public hearing at which time city council may affirm, modify, or reverse the historic preservation board's decision. The decision of the city council shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city.

2. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be in writing and a copy of the decision shall be forwarded to the historic preservation board and the appealing party.

B. *Violations.*

1. Violations of this article shall be subject to enforcement by the code enforcement board of the city. Failure by an owner of record or any other individual or private or public entity to comply with any provisions of this article shall constitute a violation hereof and shall be punishable by penalties for each day the violation continues. Any person who carries out or causes to be carried out any work in violation of this article shall also be required to restore the subject improvement, landscape feature or site, either to its appearance prior to the violation or in accordance with a certificate of historic appropriateness approved by the historic preservation board.

2. In addition, a stop work order shall be issued by the building official in any case where work has commenced, or preparation for work has commenced, which requires a certificate of historic appropriateness under this section and where no such certificate has been obtained. The stop work order shall be issued to the property owner, the occupant or any

person, company or corporation commencing work or preparation for work in violation of this section. The stop work order shall remain in full force and effect until a certificate of historic appropriateness has been obtained and posted on the property, or it has been determined by the historic preservation officer that no certificate of historic appropriateness is required.

C. *Incentives.* All properties designated as individual sites shall be eligible, upon application by the owner, for any available financial assistance set aside for historic preservation by the city contingent on the availability of funds and the scope of the project as described in the application.

D. *Notification to division of pending amendments*. The Florida Department of State, Division of Historical Resources, shall be provided with any proposed amendment of this article for review and comment at least 30 days prior to final adoption.

ORDINANCE 2026-XX-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, BY AMENDING CHAPTER 10, SECTION 10.05, ENTITLED "CULTURAL AND HISTORIC RESOURCES PROTECTION"; ESTABLISHING REGS FOR PLAN REVIEW, DEVELOPMENT PROJECTS, AND LAND DISTURBANCES; DEFINING CORE PRESERVATION TERMS; SPECIFYING SURVEY REQUIREMENTS FOR LANDS SUBJECT TO CULTURAL INVESTIGATIONS; CREATING A HISTORIC PRESERVATION BOARD AND DEFINING ITS COMPOSITION, POWERS, DUTIES, AND QUORUM REQUIREMENTS; PROVIDING PROCEDURES FOR FORTUITOUS FINDS AND UNMARKED BURIALS; APPOINTING A HISTORIC PRESERVATION OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast recognizes that the City's historic, cultural, archaeological, aesthetic, and architectural resources are irreplaceable assets that reflect the diverse history, government, and culture of the City, Flagler County, and the State of Florida; and

WHEREAS, the preservation of these unique historic and cultural resources is essential to fostering civic pride, enriching public education, and promoting the pleasure, welfare, and general quality of life for the residents and visitors of Palm Coast; and

WHEREAS, the City Council desires to establish clear, robust regulatory procedures and protective standards for development plan reviews, land excavations, and historic resources to ensure these physical reminders of the past are protected to the maximum extent feasible; and

WHEREAS, Chapter 267 of the Florida Statutes sets forth the state's public policy regarding historical resources and directs local governments to cooperate in the identification, evaluation, and protection of historic assets; and

WHEREAS, the City Council intends to seek inclusion and status within the National Register of Historic Places Program and the Florida Certified Local Government (CLG) program administered by the Florida Department of State, Division of Historical Resources; and

WHEREAS, matching local policy with the rules of the United States National Historic Preservation Act and Certified Local Government guidelines links federal, state,

and local entities to unlock critical grant funding, preservation awards, and federal tax incentives for local property owners; and

WHEREAS, establishing a dedicated, professionally qualified Historic Preservation Board and appointing a Historic Preservation Officer ensures that Palm Coast handles designations, certificates of historic appropriateness, and historic surveys through precise administrative, legal, and expert channels; and

WHEREAS, the City Council has determined that the adoption of this Ordinance serves a vital public purpose and protects the health, safety, and welfare of the community by preserving its heritage against undocumented destruction or unsympathetic alterations.

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

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

SECTION 2. AMENDING SECTION 10.05 CULTURAL AND HISTORICAL RESOURCES. Section 10.05 of the Unified Land development shall be amended as attached here to and incorporated herein by reference as Exhibit "A."

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. SCRIVENER'S ERROR. The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

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

SECTION 7. EFFECTIVE DATE. This Ordinance 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 _____ day of _____ 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A"

Exhibit “A”

Chapter 10 - Environmental and Cultural Resources Protection

***

Sec. 10.05. Cultural and Historic Resources.

10.05.01. *Purpose and intent*. The purpose of this section is to protect and manage the significant historic, and archaeological resources to the maximum extent feasible, by establishing clear regulatory procedures for plan review, development projects, and protective standards, this section intends to foster civic pride, enrich public education, and preserve physical reminders of the City's diverse history. ~~, by providing procedures for the review of plans and development projects as well as standards for the protection of these important resources.~~

A. In addition, the provisions of this article will assist the city and property owners to be eligible for federal tax incentives, federal and state grant funds and other potential property tax abatement programs for the purpose of furthering historic preservation activities, including but not limited to, F.S. § 193.503, or subsequent statutes, and the National Register of Historic Places Program.

B. It is also the purpose of this article to foster civic pride in the accomplishments of the past, to protect and enhance the city's attraction to visitors, and to promote the use of individual sites and districts for the education, pleasure and welfare of the people of the city.

10.05.02. *Definitions*.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this article, except where the context clearly indicates a different meaning:

Adaptive use means the process of converting a building to a use other than that for which it was designed.

Addition means a construction project physically connected to the exterior of a historic building.

Alteration means any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features.

Archaeological site means a single specific location that has yielded or is likely to yield information on local history or pre-history.

Artifact means any object which is a product of human modification or objects that have been transported to a site by a people.

Board or the historic preservation board means the city historic preservation board as acting in its capacity as a board responsible for the designation and protection of historic property

of the city as required by the Florida certified local government program of the Florida Department of State, Division of Historic Resources.

Building means any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Certificate of historic appropriateness means a written document, issued pursuant to this article, permitting specified alterations, demolition, new construction, or other work to a designated historic resource or for a contributing resource within a designated historic district.

Certificate of recognition means a certificate issued by the historic preservation officer recognizing properties designated as historic on the city register of historic places pursuant to this article.

Certified local government means a government satisfying the requirements of the United States National Historic Preservation Act amendments of 1980 (Public Law 96-515) and the implementing of regulations of the U.S. Department of the Interior and the state.

Contributing resource means a building, landscape feature, object, structure or archaeological site or zone that adds to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because:

(1) It was present during the period of significance, it relates to the documented significance of the property and it possesses historic integrity reflecting its character at that time or is capable of yielding important information about the period; or

(2) It independently meets the national register criteria.

Cultural resources means any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant means a cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places

Cultural resources, protection of means a measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant means an archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Demolition means the act or process of wrecking, destroying or removing any building or structure, or any portion thereof.

Department means the city's community development department.

Designated exterior means all outside surfaces of any improvement listed in the designation report a shaving significant value to the historic character of the building or district.

Designation report means a document prepared by the historic preservation officer for all properties and districts that are proposed for local historic designation. The designation report, at a minimum, must include a boundary description of the proposed historic property or district, an evaluation of its historic significance as it relates to the criteria for significance, location map, representative photographs, and physical description of the historic resource.

Earthworks means linear ridges, circular embankments and causeways constructed of earth and/or shell ,as well as their associated borrow pits, and both linear and circular ditches. These are most often associated with other pre-contact features such as mounds or middens, but they may occasionally be encountered in isolation.

Excavation means to make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Exterior means that portion of a building extending from grade to the top of the roof ridge line or height of the parapet wall, and the entire width of the building elevation; and includes all outside surfaces of a structure.

Facade easement means a binding agreement whereby a property owner pledges to retain intact the exterior of a building and such outbuildings and appurtenances that are relevant to the history or design of the structure.

Historic property means a building, site, structure, or object which is:

(1)Individually listed in the National Register of Historic Places;

(2) A contributing property in a National Register listed historic district;

(3) Designated as a historic property or landmark under the provisions of a local historic preservation ordinance; or

Historic preservation officer means a person appointed by the city manager to serve as the staff to the historic preservation board. That person shall be experienced in and knowledgeable about architectural history, urban design, historic preservation principles, planning and land use regulations.

Historic resource means any site, building, structure, object, landscape feature or other real or personal property of historical, architectural or archaeological value, which resource has been designated as historic on the city register of historic places pursuant to procedures described in this article. The properties may include, but are not limited to, monuments, memorials, habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof relating to the history, government or culture of the city, county, the state or the United States of America.

Historic site means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, when the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing resource

Historic survey means the results of a systematic process of identifying significant buildings, sites and structures through visual inspection and research, with the results archived in the Florida Master Site File maintained by the Florida Department of State, Division of Historical Resources.

Improvement means any building, structure, fence, gate, wall, walkway, driveway, park, light fixture, bench, fountain, sign, work of art, earth works, or other manmade objects constituting a physical improvement of real property, or any part of such improvement.

Infill means descriptive of buildings that have been designed and built to replace missing structures or otherwise fill gaps in the streetscape.

Integrity. Any resource proposed for historic designation must retain its historic integrity. Integrity is measured by the retention of location, design, feeling and association. For example, if a building has been subject to unsympathetic alterations that have compromised the quality of its design, it may not be designated. With regard to association, if the property proposed for designation has been moved, or the context of its original use or setting has been compromised, it may not be listed.

Landscape feature means an embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Lot means a parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

National register of historic places means a federal listing maintained by the United States Department of the Interior of buildings, sites, structures, objects and districts that have met the criteria for significance as determined by the Historic Preservation Act of 1966, as amended.

Noncontributing resource means a building, landscape feature, object, structure or archaeological resource that does not add to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was not present during the period of significance, or it does not relate to the documented significance of the property, and/or, due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period, or it does not independently meet the national register criteria. A noncontributing resource shall not be subject to the requirements for a certificate of historic appropriateness.

Opt-out provision means a policy which allows the legal owner of record to decline the historic designation of their property. Their opposition to the local historic designation shall be substantiated by written evidence of their ownership, accompanied by a copy of the form, prepared by the historic preservation officer, which elects the "opt-out" provision.

Ordinary maintenance or repair means any work for which a building permit is not required by law, and where the purpose and effect of such work is to repair damage or to prevent deterioration or decay of a building or structure, or any part thereof, by restoring the building or structure, or any part thereof, as nearly as possible, to its condition prior to the occurrence of such deterioration, damage, or decay. Ordinary maintenance or repair shall not be subject to the requirements for a certificate of historic appropriateness.

Owner means:

(1) As to real property, the fee simple owner as identified in official records of the county.

(2) As to personal property, the owner as supported by an affidavit of ownership.

Preservation means the identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Real property means land and all improvements to the land that generally include only immovable improvements.

Reconstruction means the act or process of reproducing, by means of new construction, the exact form, features, and detail of a non-surviving building, structure or object, or a part thereof, as it appeared at a specific period in time.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use, while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

Relocation means the process of physically moving a building, structure, or object to another site. For historic resources, relocation is recommended only when there are no other preservation alternatives, and the destruction of the historic property at its present location is imminent.

Rendition means the date that a written determination is filed in the records of the secretary to the historic preservation board.

Restoration means the act or process of accurately recovering the form, features, and character of a property as it appeared at a particular period of time, which may involve the removal of later additions or alterations, or the replacement of missing features.

Secretary of the Interior's Standards for Rehabilitation means a set of guidelines produced by the United States Department of the Interior that establish professional standards for the sensitive rehabilitation of an historic property. The ten standards generally address design issues which include character defining features; changes which have occurred over the course of the property's history; desirable approaches to the repair of damaged features; appropriate cleaning methods, and design approaches to new construction.

Setting means the physical environment of a historic property. It involves how, not just where, the property is situated and its relationship to surrounding features and open space.

Site improvement includes, but is not limited to, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

Stabilization means the act or process of applying measures to reestablish weather resistant enclosure and structural stability while maintaining the essential form, as it exists at present.

Structure means anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure.

10.05.03. *Lands not subject to cultural resource survey*. A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation, within 5 years from the time of application and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

A. A cultural resource field survey, assessment report, and historical or archaeological investigation shall not be required for any parcel or lot that is part of a platted subdivision within the City boundaries and recorded with the Clerk of Circuit Court and Comptroller of Flagler County.

10.05.04. *Lands subject to cultural resource assessment survey and other archeological investigation*. A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "significant" or as "potentially eligible " for listing in the National Registered of Historic Places (the criteria by which site significance is measured) or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP) criteria that has not yet been recorded to the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory. that has not yet been entered into the Florida Master Site File.

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

10.05.05. *Professional qualifications and cultural resource assessment survey requirements*.

A. Professional qualification. Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. Cultural resources assessment survey. Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Survey (CRAS) and Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of

construction activities, a copy of a survey clearance letter issued by the Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official Historical Preservation Officer. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review), soil types, and elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources. The Land Use Administrator may waive a Cultural Resources Assessment Survey if a Registered Professional Archaeologist (RPA) provides a certified written determination confirming any of the following::

1. A determination that subject property has a low probability of yielding cultural resources.

2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.

3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

10.05.06. *Fortuitous finds and unmarked human burials*. The following requirements apply to all building construction or alteration, or land alteration activities:

A. Evidence of the existence of cultural resources. If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, indigenous or historic pottery, bone tools, historic structures building foundations, burial shell mounds, shell middens, sand mounds or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a professional archaeologist and, if warranted, a copy of a clearance letter from the State Historic Preservation Officer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. Discovery of human skeletal remains. In the event that unmarked human remains are encountered during permitted activities it shall be reported to the City immediately, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).

10.05.07. *Appointment; duties of historic preservation officer.*

The historic preservation program provided for in this article shall be assigned to the community development department of the city but such assignment may be altered from time to time as determined by the City Manager. The City Manager shall appoint a person to serve as historic preservation officer to assist the historic preservation board. The appointee shall be experienced with, and knowledgeable in, architectural history, urban design, local history, landscape materials, site planning and land use regulations. The historic preservation officer shall:

A. Schedule meetings of the historic preservation board, prepare agendas for the historic preservation board meetings, and ensure that proper notice is given to the public for all regular and special historic preservation board meetings and hearings.

B. Prepare local historic designation reports and make recommendations to the historic preservation board as to whether or not they meet the designation criteria established in section 10.05.10.

C. Prepare and review National Register of Historic Places nominations.

D. Provide advice to applicants for certificates of appropriateness regarding the standards and guidelines incorporated within the Secretary of the Interior's Standards.

E. Serve as a resource to applicants concerning the criteria as well as the process and procedures for the designation of historic resources, historic districts, archaeological sites and zones.

F. Review completed applications for a certificate of historic appropriateness for a designated historic resource or for contributing properties within an historic district; provide any necessary field checks of the site; and make approval/denial recommendations to the historic preservation board.

G. Maintain and update an official inventory that includes photographs and maps for all officially designated historic resources, districts, archaeological sites and zones listed in the city register of historic places.

H. Prior to issuance of any building permits, review all final development plans for designated historic resources and historic districts for their compliance with terms and conditions of the approved certificate of historic appropriateness, as applicable.

I. Issue all certificates of recognition for designated historic resources.

J. Issue all approved certificates of appropriateness for designated historic resources and for properties within historic districts.

K. Coordinate with other city departments, public agencies and private groups, and the general public, as required, to provide a continuing effort to protect and preserve significant elements of the manmade and the natural environment through public education and encouragement of preservation policies.

L. Serve as the certified local government coordinator between the historic preservation board and the Division of Historical Resources, Florida Department of State.

M. Promote the awareness of historic preservation and its community benefits to the general public and to school children through promotional materials, guidebooks, tours, informational brochures, educational tools, workshops, lectures, and presentations.

N. Apply for preservation awards and grants.

O. Participate in other preservation programs, as appropriate.

P. Submit a preliminary application for historic designation pursuant to the direction of the historic preservation board.

10.05.08. *Historic Preservation Board.*

A. Creation. There is hereby created the city historic preservation board, referred to in this section as the board, as an agency of the city government in and for the city. The board is hereby vested with the power, authority, and jurisdiction to inventory, designate, certify, regulate, and manage historic resources in the city as provided for in this section.

B. The historic preservation board shall consist of five members and two alternates, appointed by the city council.

C. Alternate members may attend complete board meetings regardless of whether a quorum of regular members is seated. Alternate members may always participate in board deliberations and debate, but they may make motions and vote only in the absence or voting disqualification of a regular member or the vacancy in a regular member's seat. In the event that four regular members are present and voting and two alternate members are present, the alternate member who may vote and make motions is the alternate member who has served on the board for the longest period of time, regardless of whether said service is interrupted.

D. As a participant in the Florida certified local government program as declared by the Florida Department of State, Division of Historical Resources, appointments to the historic preservation board shall be made based upon a reasonable effort to appoint members who are residents of the city from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting. Lay persons who are residents, owners of property located within the city and individuals engaged in business within the city may make up the balance of the membership in the event that there are not enough qualified and eligible residents, provided the individual has demonstrated special interest, experience or knowledge in history, architecture, or a related discipline. The term "engaged in business" shall mean owning a business or serving as an officer or director of a corporation or other business entity so engaged.

E. Terms. In soliciting applications for the initial appointees, three of the sfive regular member positions shall be for a three-year term and the remaining two regular member positions shall be for a two-year term. One of the alternate positions shall be for a two-year term and the other alternate position shall be for a one-year term. Members shall be eligible for reappointment in accordance with Sec. 2-2 (a)(1), *City of Palm Coast Code of Ordinances*. All appointments after the historic preservation review board is first established shall be for a three-year term.

F. Compensation. The members of the historic preservation board shall serve without compensation or honorarium.

G. The presence at a meeting of three regular or alternate members of the historic preservation board constitutes a quorum. The affirmative vote of a majority of the regular and alternate board members present and voting is necessary for the adoption of any motion.

H. The historic and preservation board shall schedule a minimum of four regular meetings per year.

I. An individual from city staff shall serve as recording secretary to the board and that individual shall be charged with maintaining board records in accordance with established city policies.

J. An individual shall be appointed by the city manager to serve as historic preservation officer to the board on behalf of the city, as prescribed by section 10.05.07.

K. In its capacity as the designated historic preservation board, the board is hereby vested with the power, authority and jurisdiction on a city-wide basis to recommend local historic designations, regulate and administer historical, cultural, archaeological and architectural resources in the city as prescribed by Section 10.05 under the direct jurisdiction and legislative control of the city council.

10.05.09. *Duties of the Board.*

The historic preservation board, in addition to such other powers, duties, and authority as may be set forth elsewhere in this Code or in any other ordinance of the city, shall have the following powers and duties:

A. Ensure the maintenance and updating of the files from any previous historic survey within the city for the purpose of identifying those resources, districts and sites and zones of special historic, aesthetic, architectural, archaeological, cultural, or social value or interest. The historic preservation board shall ensure improvement and expansion of the survey with additional sites, documentary information, oral histories, and other such materials as may become available; and shall periodically re-evaluate the survey to determine whether changing times and values warrant recognition of new or different areas of significance.

B. Recommend to the city council properties for designation as historic resources, historic districts, archaeological sites and zones on the city register of historic places and monitor the administration and up keep of the local register of historic resources and historic districts.

C. Participate in the national register program in the state to the greatest possible extent, as defined by the Historic Preservation Act of 1966, as amended, and regulations and rules drafted pursuant to that Act by the National Park Service and the Florida State Bureau of Historic Preservation.

D. Serve as a quasi-judicial instrument to approve or deny special certificates of appropriateness pursuant to this Code.

E. Recommend to the appropriate bodies that certain provisions of the city's codes be amended, varied, waived, or superseded when appropriate as a means of encouraging historic preservation.

F. Develop, establish and regulate guidelines concerning contemporaneous architectural styles, building materials and so forth for historic resources and within historic districts that will supplement the Secretary of the Interior's Standards. Such guidelines will be subject to review by the planning and zoning board, and will be subject to approval by the city council.

G. Make recommendations to the city council about facade easements and the imposition of other restrictions.

H. Maintain an inventory of historically or archaeologically significant resources, districts, sites or zones within the city. All inventory materials shall be compatible with the Florida Master Site File. Inventory materials shall be available to the public upon request, and copies of inventory materials, as permitted by law, regulation or statute, shall be provided to the Florida Bureau of Historic Preservation.

I. Increase public awareness of the value of historic preservation by developing and participating in public information programs.

J. Make recommendations to the city council concerning the utilization of grants, donations, and/or city funds to promote the preservation and conservation of historically and/or aesthetically significant archaeological sites and zones, historic resources and historic districts.

K. Evaluate, comment upon and make recommendations to the city council concerning the deliberations and decisions of other public agencies affecting the physical

development and appearance of historically and aesthetically significant archaeological sites, archaeological zones, historic resources, and historic districts.

L. Contact public and private organizations, businesses and individuals to endeavor to arrange agreements to help ensure the conservation and preservation of historically and aesthetically significant resources, buildings, structures, and districts for which demolition or destruction is proposed.

M. In the name of the city, and only with the express approval of the city council, seek, apply for, solicit, receive and expend any federal, state or private grant, gift or bequest of any funding, property, or interest in property to further the purposes of historic and heritage conservation and preservation. Acceptance of any loans, grants, bequests, gifts or revenues from sources other than fees must be approved by the city council.

N. Create and approve standardized historic markers and plaques and issue recognition to designated historic resources and historic districts within the city.

O. In its capacity as the historic preservation board, provide recommendations to city council, the planning and zoning board, and projects subject to architectural review as appropriate, that relate to historic preservation in order to ensure its place as an integral and ongoing part of all city planning and zoning codes, the city land use plan, and any comprehensive use planning required by the state.

P. Advise the city council on all matters related to the use, administration and maintenance of city owned designated historic resources and historic districts.

Q. Recommend to city council, as appropriate, that city council adopt an ordinance allowing ad valorem tax exemptions to historic properties subject to the requirements of this article and F.S. § 196.1997.

R. Recommend to city council, as appropriate, that city council adopt an ordinance providing for the assessment of historic properties that are used for commercial or certain non profit purposes, as provided for by F.S. § 193.503.

S. Comply with the requirements of the State of Florida's Division of Historical Resources Certified Local Government Program.

T. Execute any other functions that may be approved by ordinance or resolution of the city council.

10.05.10. *Designation process and procedure.*

A. *Design and construction criteria*. Consistent with the criteria established by the National Register of Historic Places, the historic preservation board shall recommend for designation on the city register of historic places as individual historic resources, historic districts, archaeological sites and zones, those places, buildings, structures, objects, landscape features, archaeological sites, archaeological zones, and other improvements that are significant in the city's history, architecture, archaeology and culture, and that possess integrity of location, design, setting, materials, workmanship or association; and that meet one or more of the following criteria:

1. Is associated with events that have made significant contributions to the pattern of history in the community, the county, the state or the nation. In order to justify eligibility for a property under the "events" criterion, the property must have an important association with the event or historic trend, and retain its historic integrity. Examples of properties associated with events could be the site of a battle, the building in which an important invention was developed; or an archaeological site at which a major new aspect of prehistory was discovered, such as the first evidence of man and extinct pleistocene animals being contemporaneous. Properties associated with a pattern of events could include a trail associated with migration; a railroad station that served as the focus of a community's transportation system and commerce; a building used by an important social organization, or a downtown district representing a town's growth as the commercial focus of the surrounding area.

2. Recognizes the quality of design and construction and embodies the distinctive characteristics of an architectural type, period, style or method of construction; or the work of a prominent designer or builder; or contains elements of design, detail, materials, or craftsmanship of outstanding quality; or that represents a significant innovation or adaptation to the local state environment; or represents a distinguishable entity whose components may lack individual distinction. In order to justify eligibility for a property under the "design and construction" criterion, the property must physically convey the qualities for which it is nominated. Distinctive characteristics refer to the physical features or traits that commonly recur in individual types, periods or methods of construction. Characteristics may be expressed in terms such as form, proportion, structure, plan, style or materials. They can be general, referring to ideas of design and construction such as basic plan or form, or they can be specific, referring to precise ways of combining particular kinds of materials. Properties associated with design and construction could include a residence or commercial building representing a significant style of architecture; a movie theater embodying high artistic value in its decorative features, or a bridge representing technological advances.

3. Has yielded, or is likely to yield, historical or pre-historical information. In order to justify eligibility under the "information potential" criterion, the property must have, or have had, information to contribute to our understanding of human history or pre-history, and the information must be considered important. The site must retain the ability to convey its association as the repository of important information, the location of historic events, or the representation of important trends.

4. Is listed in the National Register of Historic Places as established by the National Historic Preservation Act of 1966 (as amended).

5. Is a part of or related to a landscape, park, environmental feature or other distinctive area, and should be developed or preserved according to a plan based upon a historical, cultural, or architectural motif; or because of its prominent or spatial location, contrast of siting, age, or scale is an easily identifiable visual feature of a neighborhood or the city and contributes to the distinctive quality of such neighborhood or the city.

B. Procedures for historic designation. The historic preservation board shall review all applications for designation of properties as historic resources, historic districts, and archaeological sites and zones, according to the following procedures:

1. *Individual designation as historic resource.*

a. *Application.* The owner of any property in the city or the historic preservation officer may petition the historic preservation board for designation of the property as an individual resource by submitting an application for historic designation to the historic preservation board. An owner's application for designation of a property as a historic resource will not be deemed complete without the written and notarized consent of all owners of the subject property. The historic preservation board is empowered to initiate the designation process pursuant to this section by directing the historic preservation officer to prepare and submit a preliminary application to the board regarding a particular property.

b. *Owner consent required.* No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a historic resource without the written consent of the property owners. The owner's consent shall be recorded in the official records of the county. If all owners of the subject property do not consent to designation of the subject property as a historic resource, then the board must deny the petition as submitted.

c. *Board preliminary review.* After the historic preservation board's preliminary review of the application, the owner consent and any additional relevant information, the board shall determine whether the historic preservation officer will prepare a designation report in accordance with this section.

2. *Historic district designation.*

a. Preliminary interest. Upon the direction of the historic preservation board, the historic preservation officer will research properties and ownership to define the boundaries of a proposed historic district and will prepare a designation report, all in accordance with this section.

b. Boundaries of the historic district. In the case of an historic district, a process will be accomplished to determine the level of owner support for the designation. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

1. The historic preservation officer will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

2. The historic preservation officer or his designee shall hold a public workshop to determine the support of the property owners in the proposed district. Notice of the public workshop shall be mailed to all owners of record (as determined by the most current county tax rolls), by certified mail.

3. No historic district may be created unless at least 50 percent of the lots in the proposed district reflect a contributing resource within the historic district. In the event a contributing resource within a designated historic district is deemed noncontributing after designation, such change in status of

the individual property shall not require a change to the boundaries of a designated historic district.

4. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a contributing resource in the historic district without the written and notarized consent of the owners of the contributing resource. If all owners of the subject property do not consent to designation of the subject property as a contributing resource, then the board may include the subject property as a noncontributing resource within the historic district, but may not include the subject property as a contributing resource within the historic district. Property owner consent is not required to include a property as noncontributing within a designated historic district.

c. If more than 50 percent of the lots within a proposed historic district include contributing resources, the historic preservation officer shall submit a petition for designation as a historic district and a supporting designation report to the historic preservation board.

3. *Designation reports*. Prior to the designation of an individual resource, a historic district, an archaeological site or zone, an investigation and designation report must be prepared by the historic preservation officer and filed with the historic preservation board. The designation report shall not be prepared without the consent of the historic preservation board. All designation reports must address the following:

a. Legal description, parcel identification number and tax account number of each property.

b. Historical, cultural, architectural or archaeological significance of the property and how the property fulfills the criteria for designation.

c. Boundaries for individual historic resources and archaeological sites and a recommendation of boundaries for historic districts and archaeological zones. When a district is recommended, the report must identify those properties that are not historically or architecturally contributing to the district. The properties identified as noncontributing shall not be subject to the requirements of the certificate of historical appropriateness process. District boundaries shall be drawn to encompass, but not exceed, the extent of the significant resources and land areas comprising the property. For example, in defining the boundaries for a residence, the boundary should be drawn so that it incorporates the footprint of the building as well as the yard, as the green space acknowledges the setting and context of the property. Buffer zones or acreage not directly contributing to the significance of the property shall not be included for purposes of identifying individual historic resources or contributing resources in a historic district.

d. Current conditions. All reports shall be based on the existing conditions of the property, and shall address whether or not the historic integrity of the property has been maintained.

e. Location map. The report shall also contain a location map and photographs of all exterior surfaces and interior if applicable.

f. Optional designation of interiors. Normally interior spaces shall not be subject to regulation under this section. However, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces that are normally open to the public may be specifically designated. The designation report shall describe precisely those features subject to review.

4. *Other relevant information*. The historic preservation officer or their designee shall provide the historic preservation board with evidence of the required notices of the public hearing, evidence of the required owner consent, and other relevant information not otherwise included in the designation report.

5. Public hearing. For each historic resource, historic district, archaeological site and zone proposed for designation, where the required consent of the contributing property owner has been established and the designation report has been completed, a public hearing shall be held by the historic preservation board to determine the eligibility of the property for designation on the city register of historic places. All interested persons shall be given an opportunity to be heard at the public hearing on the proposed designation.

C. *Procedures for notifications and hearings on proposed designations*. The notice of public hearing, provided pursuant to this section, shall serve as notification of the intent of the historic preservation board to consider designation of the subject property as historic on city register of historic places.

1. *Mailed notice*. At least 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

2. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least seven days prior to the date of the hearing.

3. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.

D. *Decision of the historic preservation board.* The historic preservation board shall make its decision to approve, deny or amend the proposed designation on the city register of historic places at the public hearing. It may also continue the matter for additional information or cause. Should the historic preservation board recommend the historic resource as eligible for designation pursuant to the criteria set forth in section 10.05.10 (a) and provided the owners consent as required by this section, the recommendation shall be forwarded promptly to the city council for final consideration. Failure of the city council to act on the recommendation of the historic preservation board within 180 days shall be deemed a denial by city council of the proposed historic designation.

E. City council actions. The city council shall either approve, deny or approve with conditions the designation on the city register of historic places, and shall designate pursuant to the criteria set forth in subsection A or B of this section the property by resolution. The following parties shall be notified of its actions with a copy of the resolution:

1. All affected city departments;

2. The city clerk, who shall record such resolution in the official records of the county;

3. Owner of the affected property and other parties having an interest in the property, if known; and

4. Appropriate county and state official as per the requirements for certified local governments.

F. *Amendment or rescission*. Subject to the same procedures used in the original designation of the city register of historic places, as amended from time to time, the city council may amend or rescind any designation provided:

1. The property fails to comply with the criteria set forth in subsection A or B of this section;

2. At the time of the designation on the city register of historic places, all owners of the subject individual resource did not consent to such designation; or

3. At the time of the designation on the city register of historic places, all owners of the particular designated contributing resource in a historic district did not consent to such designation as a contributing resource, except that such shall not require modification to the boundaries of the designated historic district such that the subject resource shall be deemed a noncontributing resource within such district.

G. Appeal of designation. A party aggrieved by a designation decision may appeal such decision to the city council in the manner provided for in this article.

10.05.11. *Nomination to the national register of historic places.*

A. The historic preservation board complements the Florida National Register Review Board in the review of proposed nominations to the national register. National Register nomination proposals located in the city will be reviewed by the historic preservation board. The historic preservation board will develop or receive the documentation necessary to nominate properties to the national register. The board shall evaluate nomination proposals received for completeness in a timely manner. Should the nomination proposal not be technically complete, the board shall notify the proposal's sponsor in writing, identifying the technical deficiencies, within 30 days after receipt of the nomination proposal. If the nomination proposal is technically complete, the board shall place the item on its agenda for the next meeting or, should notification provisions outlined below make this impossible, for the earliest possible regular meeting.

B. Nomination proposals shall be considered by the historic preservation board at a public meeting, and all votes on nomination proposals shall be recorded and made a part of the minutes. All nomination proposals shall be forwarded, with a record of official action taken by the board , to the state historic preservation officer within 30 days after the historic preservation board meeting at which they were considered.

C. Any person or organization which supports or opposes the nomination of a property to the national register shall be afforded the opportunity to make their views known in writing. All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded with approved proposals to the state historic preservation officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the state historic preservation officer.

D. Nomination proposals to be considered by the historic preservation board shall be on file at city hall for at least 30 days but not more than 75 days prior to the board meeting at which they will be considered. A copy shall be made available when requested by the public and shall be made available at a location of reasonable local public access so that written comments regarding a nomination proposal can be prepared.

E. Historic preservation board review and notification procedures do not apply when a federal agency nominates a property under its ownership or control. The board is encouraged to coordinate with federal agencies to the extent practical in the consideration of such nominations.

10.05.12. Certificate of historic appropriateness

A. Regarding any architectural features, landscape features, or site improvements, no property, site, building, structure, object, landscape feature or other real property within the city which has been designated as historic on the city register of historic places may be erected, altered, restored, rehabilitated, renovated, excavated, relocated, or demolished until a certificate of historic appropriateness has been approved under the procedures in this article. Ordinary maintenance or repair, as defined by this article, does not require a certificate of historic appropriateness. Architectural features shall include, but not be limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and material and color of roofs, windows, doors, siding, masonry, porches, storefronts and other architectural features.

B. Procedure. All applications for required certificates of historic appropriateness shall be reviewed according to the procedures set forth in this section. The standard certificate of historic appropriateness is issued by either the historic preservation officer or the historic preservation board. The special certificate of historic appropriateness is issued by the historic preservation board.

C. Regulated work items.

1. For each of the regulated work items set forth below affecting architectural features, landscape features, or site improvements designated as historic on the city register of historic places, the following applies:

a. Ordinary maintenance. If the regulated work constitutes ordinary maintenance or repair, as defined in this chapter, the regulated work may be done without a certificate of historic appropriateness.

b. Standard certificate of historic appropriateness. A standard certificate of historic appropriateness is required for work that does not constitute ordinary maintenance or repair and is deemed to have a minimal impact to the subject historic resource such that the work will result in the preservation of the original appearance and will meet the Secretary of the Interior's Standards for Rehabilitation and the applicable specific design guidelines on file in the community development department. Examples of work that may be considered to have minimal impact could include minor alterations to the rear of a historic structure that is not visible from the public right-of-way or the construction of a deck to the rear of a historic structure that does not obscure architectural features and that is easily removable.

c. Special certificate of historic appropriateness. A special certificate of historic appropriateness is required for work that does not constitute ordinary maintenance or repair and is deemed to have more than a minimal impact to the subject historic resource.

2. Regulated work. The following are regulated work items:

a. Abrasive cleaning. Cleaning of exterior walls by blasting with abrasive materials.

b. Awnings or canopies. Installation, modification or removal of awnings or canopies.

c. Decks. Installation, modification or removal of all decks located above the first-floor level and located on the front of the structure.

d. Exterior doors and door frames. Installation of an exterior door or door frame, or the infill of an existing door opening.

e. Exterior walls. Installation, modification or removal of any exterior wall, including the enclosure of any porch or other outdoor area.

f. Exterior architectural details and exterior materials. Installation, modification or removal of any exterior architectural details and exterior materials.

g. Fencing. The installation, modification or relocation of wood, chain link, masonry (garden walls) or wrought iron fencing, or the removal of masonry (garden walls) or wrought iron fencing.

h. Fire escapes, exterior stairs and ramps for the handicapped. The installation or removal of all fire escapes, exterior stairs or ramps.

i. New structures and new parking lots.

j. Painting. Painting unpainted masonry, including stone, brick, terracotta and concrete.

k. Porch fixtures. Installation, modification or removal of railings or other wood, wrought iron or masonry detailing.

l. Roofs. Installation of new materials, or removal of existing materials.

m. Security grilles. Installation or removal of security grilles, except that in no case shall permission to install such grilles be completely denied.

n. Siding. Installation of new materials, or removal of existing materials.

o. Skylights. Installation or removal of skylights.

p. Screen windows and doors. Installation of screen windows or screen doors.

q. Windows and window frames. Installation of a window or window frame or the infill of an existing window opening.

D. A required certificate of historic appropriateness shall be considered prerequisite to the issuance of any other permits required by law or this Code. The issuance of a certificate of historic appropriateness shall not relieve the applicant from obtaining other permits or approvals required by the city or any other government agency having jurisdiction. A building permit or other city permit shall be invalid if it is obtained without a certificate of historic appropriateness required for the proposed work.

E. Landscape features and site improvements will include, but not be limited to, individual plants, such as a specimen tree, or groups of plants, such as a hedge, allee, agricultural field, planting bed, or naturally occurring plant community or habitat, walls, fences, signs, sidewalks, planters, driveways, paving and exterior lighting.

F. No certificate of historic appropriateness will be approved unless the architectural plan for said construction, reconstruction, relocation, alteration, excavation, restoration, rehabilitation, renovation, or demolition is approved by the historic preservation board or the historic preservation officer, as provided in this section.

G. Relocation of a building or structure will include, but not be limited to, moving a building or structure into or within or out of the city and will require the same review procedures as described in this section. Relocation of historic buildings and structures to other sites will not take place unless it is shown that their preservation on their existing or original sites is not consistent with the purposes of this article or would cause undue hardship to the property owner.

H. Forms and fees. Applications for certificates of appropriateness must be made on forms provided by the historic preservation officer and must be submitted with a fee, payable to the city.

I. Pre-application conference. Before submitting an application for a certificate of historic appropriateness, an applicant may confer, at such applicant's election, with

the historic preservation officer to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys, and historic data. The purpose of such conference is to further discuss and clarify preservation objectives and design guidelines. In no case, however, shall any statement or representation made prior to completion of official application review be binding on the city.

J. Guidelines for review and issuance.

1. In addition to adopted resource-specific design guidelines, the U.S. Secretary of the Interior's Standards for Rehabilitation are hereby adopted as the standards by which applications for any certificate of historic appropriateness are to be measured and evaluated. In adopting these guidelines, it is the intent of this article to promote the proper maintenance, restoration, preservation, rehabilitation, or reconstruction appropriate to the property, and compatible contemporary designs, that are harmonious with the exterior architectural and landscape features of neighboring buildings, and streetscapes. The salient points of these standards are as follows:

a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be retained and preserved.

f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

j. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

K. Scope of review and general design considerations. The review of the exterior architectural features will include:

1. The architectural style, scale, massing, siting and the general arrangement of the structure's exterior including:

a. The type and texture of building material;

b. The type, style and materials of roofs, windows, doors, siding, and signs;

c. Prominent architectural features such as porches, balconies, dormers, storefronts, and other important elements that comprise the overall design; and

d. The collective composition of these elements.

2. In considering proposals for alterations to the exterior of historic buildings and structures and in applying development and preservation standards, the documented, original design of the building may be considered, among other factors.

3. Demolition of historic resources or contributing resources within historic sites, archaeological sites, archaeological zones, buildings, structures, improvements, and appurtenances designated as historic on the city register of historic places shall be regulated by the historic preservation board.

L. Standard certificate of historic appropriateness. The historic preservation officer reviews and issues standard certificates of appropriateness, subject to guidelines for review and issuance set forth in subsection J of this section. Within ten business days from the receipt of a complete application, the historic preservation officer shall approve or deny the application. The findings of the historic preservation officer shall be mailed to the applicant, accompanied by a statement that explains the officer's decisions. The applicant shall have the opportunity to challenge the officer's decision by applying for a special certificate of historic appropriateness within 30 days of the officer's findings. Further, the applicant may initially request that his application be classified as a special certificate of historic appropriateness so that the historic preservation board will consider it. A standard certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period.

M. Special certificate of historic appropriateness. The historic preservation board reviews and issues special certificates of appropriateness, subject to guidelines for

review and issuance set forth in this section. A special certificate of historic appropriateness shall be effective for a period of one year from the date of approval. After one year, the applicant must reapply for a new certificate of historic appropriateness and will be subject to any changes in the historic preservation board's design guidelines that took effect during the intervening period. When the action proposed involves a special certificate of historic appropriateness, the following procedures shall govern:

1. Public hearing. Upon receipt of a completed application, the historic preservation officer will schedule the application at the next available historic preservation board public hearing. The historic preservation board shall hold a public hearing with notice of the application and the time and place of the hearing as follows:

a. *Mailed notice*. At least 14 days prior to a public hearing held pursuant to this section, a courtesy notice of the public hearing on proposed designations shall also be mailed to property owners of record within a 500-foot radius of the proposed historic resource, historic district, archaeological site or zone. Failure to receive such courtesy notice shall not invalidate the same as such notice shall also be published in a newspaper of general circulation in the city and county.

b. *Notification to general public*. Notice of the public hearing shall be given by publishing notice of the time and place of the public hearing in a newspaper of general circulation in the city and the county at least seven days prior to the date of the hearing.

c. *Notice Cost.* The cost associated with public notice for public hearings of the Historic Preservation Board shall be burdened on the applicant. In the event of an application for a proposed historic district, the cost for public notice shall be split between consenting property owners within the proposed district. In the event that the City initiates the application, the City may cover the cost of the notice.

2. At the public hearing, the historic preservation board shall approve, deny, or approve with conditions, subject to the acceptance of those conditions by the applicant. The historic preservation board may suspend action on the application for a period not to exceed 60 days in order to seek technical advice from outside its members or to further meet with the applicant to revise or modify the application.

3. The findings of the historic preservation board shall be mailed to the applicant within ten days of the historic preservation board's decision accompanied by a statement in full regarding the historic preservation board's decision.

4. In the event the historic preservation board denies any completed application, the applicant may appeal the historic preservation board's decision to the city council in the manner provided for in this article.

N. Records. The decision of the historic preservation board shall be issued in writing. Evidence of approval of the application shall be the issuing of a certificate of historic appropriateness by the historic preservation board or the historic preservation officer. Notice in writing of the historic preservation board's decision

shall be given to the applicant, the director of the community development department and the city clerk. When an application is denied, the historic preservation board's notice shall provide an adequate written explanation of its decision. The historic preservation board shall keep a written record showing its action on each motion considered.

O. Changes in approved work. Any change in work proposed subsequent to the issuance of a certificate of historic appropriateness shall be reviewed by the historic preservation officer.

1. If the historic preservation officer finds that the proposed change does not materially affect the historic character, or the proposed change is in accord with approved guidelines, standards, and the certificate that was previously approved, the historic preservation officer may approve the change and amend the current certificate of historic appropriateness.

2. If the historic preservation officer finds that the proposed change materially affects the historic character, or the change is not in accordance with guidelines, standards, or the certificate of historic appropriateness previously approved by the historic preservation board, a new certificate of historic appropriateness shall be required. The same time limits, notification procedures and all other procedural requirements shall be met, as the application is considered a new application.

P. Demolition. Demolition of a historic resource shall require a special certificate of historic appropriateness.

1. Review of any certificate of historic appropriateness for demolition shall be in accordance with criteria set forth in this section.

a. The historic preservation board may grant a certificate of historic appropriateness to demolish with a deferred effective date of up to 18 months from the date of the historic preservation board's decision after a public hearing. The effective date shall be determined by the historic preservation board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition deferral period, the historic preservation board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this article. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested persons, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features. After the specified expiration date of the deferred certificate of historic appropriateness, a demolition permit shall be issued if requested by the applicant.

b. No decision of the historic preservation board shall result in undue economic hardship for the property owner. The historic preservation board shall have authority to determine the existence of such hardship in accordance with the provisions established in section 10.05.13 A.

c. The historic preservation board's refusal to grant a certificate of historic appropriateness for the purpose of demolition will be supported within 15

calendar days by a written statement describing the public interest that the historic preservation board seeks to preserve.

d. In connection with any certificate of historic appropriateness for demolition of buildings or improvements, the historic preservation board may encourage the salvage and preservation of building materials or architectural details and ornaments, fixtures and the like for reuse in restoration of other historic properties.

e. The historic preservation board may also require, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.

2. In addition to all other provisions of this article, the historic preservation board shall consider the following standards in evaluating applications for a certificate of historic appropriateness for demolition of designated sites or buildings within a designated historic district in order to determine their relative significance, and therefore the length of the moratorium:

a. Is the structure of such interest or quality that it would reasonably meet national, state, regional or local criteria for designation as a significant historic or architectural site or structure?

b. Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty or expense?

c. Is the structure one of the last remaining examples of its kind in the city, county or region?

d. Does the structure contribute significantly to the historic character of a designated district?

e. Would retention of the structure promote the general welfare of the city by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?

f. Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

3. Special notice requirements. Notice of application for a certificate of historic appropriateness for demolition shall be posted on the premises of the building, structure or appurtenance proposed for demolition in a location and manner clearly visible from the street. Such notice will be posted within three working days of receipt of the application for demolition by the historic preservation board.

Q. Moving existing structures. An individually designated historic resource may not be relocated without a certificate of historic appropriateness. In considering such certificate, the historic preservation board shall determine whether or not any reasonable alternative is available for preserving the improvement or structure on

its original site and whether or not the proposed relocation site is compatible with the historic setting and architectural integrity of the improvement or structure.

R. Removal or destruction of existing landscape features. No certificate of historic appropriateness shall be granted for removal, relocation, concealment or effective destruction by damage of any landscape features or vegetation especially designated as significant within the boundaries of an individual historic resource or historic district unless one or more of the following conditions exist:

1. The designated landscape feature or site is located in the buildable area or yard area where a structure may be placed and unreasonably restricts the permitted use of the property.

2. The designated vegetation is inappropriate in a historical context or otherwise detracts from the character of a district.

3. The designated vegetation is diseased, injured or in danger of falling and reasonably interferes with utility service, creates unsafe vision clearance or conflicts with other applicable laws and regulations.

4. As a condition for issuance of the certificate of historic appropriateness, the applicant may be required to relocate or replace designated vegetation.

5. The designated vegetation is referenced on the current Florida Exotic Pest Plant List and its removal is required by law.

10.05.13. Administration and enforcement.

A. Undue economic hardship. Undue economic hardship may be considered only after a property has been designated or after an application for approval to alter or demolish a structure has been denied by the historic preservation board. In any instance in which there is a claim of undue economic hardship, the owner shall submit, by affidavit, to the historic preservation board, within ten days after the public hearing at which an application was denied, the following information:

1. For all property.

a. The amount paid for the property, the date of purchase and the party from whom purchased.

b. The assessed value of the land and improvements thereon, according to the two most recent assessments.

c. Real estate taxes for the previous two years.

d. Annual debt service, if any, for the previous two years.

e. All appraisals obtained within the previous two years by the owner or applicant in connection with his/their purchase, financing or ownership of the property.

f. Any listing of the property for sale or rent, price asked and offers received, if any.

g. Any consideration by the owner as to profitable adaptive uses for the property.

h. Estimates for repair using modern materials and, for comparison, estimates for historical reproduction.

2. For income-producing property.

a. Annual gross income from the property for the previous two years;

b. The assessed value of the land and improvements thereon, according to the two most recent assessments;

c. Annual cash flow, if any, for the previous two years; and

d. Itemized operating and maintenance expenses for the previous two years.

3. The historic preservation board may require that an applicant furnish such additional information believed to be relevant in the determination of undue economic hardship and may provide, in appropriate instances, that such additional information be furnished under oath or seal.

4. In the event that any of the required information is not reasonably available to the property owner and cannot be obtained by the property owner, the property owner shall file with his/their affidavit a statement of the information that cannot be obtained and the reasons why such information cannot be reasonably obtained. When such unobtainable information concerns required financial information, the property owner will submit a statement describing estimates that will be as accurate as are feasible

A. *Appeals.*

1. Within 30 calendar days of the rendition of the written decision of the historic preservation board, an aggrieved party may appeal the decision by filing a written notice of appeal, and an appeal fee, if any, as set by the city council from time to time by resolution, payable to the city. The notice of appeal shall state the decision that is being appealed, the grounds for the appeal, and a brief summary of the relief that is sought and shall be filed with the secretary to the historic preservation board. The city council shall conduct a public hearing at which time city council may affirm, modify, or reverse the historic preservation board's decision. The decision of the city council shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city.

2. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be in writing and a copy of the decision shall be forwarded to the historic preservation board and the appealing party.

B. *Violations.*

1. Violations of this article shall be subject to enforcement by the code enforcement board of the city. Failure by an owner of record or any other individual or private or public entity to comply with any provisions of this article shall constitute a violation hereof and shall be punishable by penalties for each day the violation continues. Any person who carries out or causes to be carried out any work in violation of this article shall also be required to restore the subject improvement, landscape feature or site, either to its appearance prior to the

violation or in accordance with a certificate of historic appropriateness approved by the historic preservation board.

2. In addition, a stop work order shall be issued by the building official in any case where work has commenced, or preparation for work has commenced, which requires a certificate of historic appropriateness under this section and where no such certificate has been obtained. The stop work order shall be issued to the property owner, the occupant or any person, company or corporation commencing work or preparation for work in violation of this section. The stop work order shall remain in full force and effect until a certificate of historic appropriateness has been obtained and posted on the property, or it has been determined by the historic preservation officer that no certificate of historic appropriateness is required.

C. *Incentives.* All properties designated as individual sites shall be eligible, upon application by the owner, for any available financial assistance set aside for historic preservation by the city contingent on the availability of funds and the scope of the project as described in the application.

D. *Notification to division of pending amendments*. The Florida Department of State, Division of Historical Resources, shall be provided with any proposed amendment of this article for review and comment at least 30 days prior to final adoption.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: 10/6/2026
Ordinance Number: 2026-XX

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, BY AMENDING CHAPTER 10, SECTION 10.05, ENTITLED "CULTURAL AND HISTORIC RESOURCES PROTECTION"; ESTABLISHING REGS FOR PLAN REVIEW, DEVELOPMENT PROJECTS, AND LAND DISTURBANCES; DEFINING CORE PRESERVATION TERMS; SPECIFYING SURVEY REQUIREMENTS FOR LANDS SUBJECT TO CULTURAL INVESTIGATIONS; CREATING A HISTORIC PRESERVATION BOARD AND DEFINING ITS COMPOSITION, POWERS, DUTIES, AND QUORUM REQUIREMENTS; PROVIDING PROCEDURES FOR FORTUITOUS FINDS AND UNMARKED BURIALS; APPOINTING A HISTORIC PRESERVATION OFFICER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

__ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.) N/A

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
I.1

Department **Division**	COMMUNITY DEVELOPMENT PLANNING	**Amount** **Org/Account #**	
Subject:	ORDINANCE 2026-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE		
Presenter:	**Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Planning Manager**		

Attachments:

1. Presentation-LDC Adoption,
2. Ordinance-LDC Adoption,
3. Exhibit A to Ordinance-All amendments strike thru and underline,
4. Summary of Amendments from Sept 8 CC Workshop
5. Clean Version of Updated Chapters

Background:

UPDATED BACKGROUND FROM THE SEPTEMBER 15, 2026, BUSINESS MEETING:
City Council heard this item at the September 15, 2026, Business Meeting and requested changes that are attached to this item.

UPDATED BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council heard this item at the September 8, 2026, Workshop Meeting and requested changes that are attached to this item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
In May 2025, the City completed and adopted the update of the Comprehensive Plan. In order to implement the goals, objectives, and policies of the 2050 Comprehensive Plan, the Land Development Code (LDC) needed to be updated.

Staff as part of the LDC update conducted a series of public workshops with the Beautification and Environmental Advisory Committee (BEAC), the Planning and Land Development Regulation Board (PLDRB), and City Council. The purpose of these meetings was to present a draft of the proposed LDC amendments and to receive comments on additional changes that may be considered as an amendment to the LDC. Additionally, each chapter of the LDC was posted on Social Pinpoint platform as a means to solicit comments from the general public and other stakeholders.

At this point in the process, staff has presented to City Council all proposed amendments to the Land Development Code. Any additional amendments from the City Council workshop scheduled for September 8 will be provided by staff at the public hearing.

The Planning and Land Development Regulation Board held a public hearing on August 19, 2026. After review and public comment, the PLDRB did not have any additional changes to the proposed amendments.

This is a legislative item.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS APPROVAL OF THE AMENDMENTS TO THE LAND DEVELOPMENT CODE.

Land Development Code Amendments

City Council Public Hearing

October 6, 2026

Land Development Code Amendments

Staff has presented to City Council all proposed amendments to the Land Development Code. Staff has addressed comments from the September 15 City Council business meeting (September 15) and response is summarized in Table attached to the Agenda Package.

The following items will be brought forward after the adoption of the LDC updates:

- An ordinance to address performance standards for Data Centers
- An ordinance to establish penalties and fines for unpermitted tree removal
- Research and Analysis to address “parcelization” of projects to avoid LDC review process

Land Development Code Amendments

Next Steps

- **City Council 1st reading – September 15**
- City Council 2nd reading – October 6

ORDINANCE 2026-__
AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE (LDC)

AN ORDINANCE AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE CHAPTERS 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, AND 14; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2025-06, adopting the *City of Palm Coast 2050 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, the Florida Statutes 163.3202 states that each municipality shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan and

WHEREAS, the City staff created a set of proposed amendments that were provided for public comment and discussion through workshops with the City of Palm Coast Beautification and Environmental Advisory Board, the Planning and Land Development Regulation Board, the social pinpoint platform to solicit public input from the general public and other stakeholders; and

WHEREAS, additionally, the City Council of the City of Palm Coast is acting in accordance with the provisions Article VIII, Section 2(b) of the Constitution and of Section 166.021(1), Florida Statutes, which provides for home rule authority; and

WHEREAS, the Planning and Land Development Regulation Board held a duly advertised public hearing on August 19, 2026 and recommends that the City Council Approve the proposed amendments to the Land Development Code; and

WHEREAS, the City of Palm Coast has complied with all requirements and procedures of Florida law in processing, noticing and advertising this Ordinance.

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

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

SECTION 2. AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE The Proposed Amendments to the Land Development Code are provided in Exhibit "A" which includes Chapters 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, and 14 of the Land Development Code and is hereby adopted into the text of this Ordinance.

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing this 6th day of October 2026.

ATTEST:

_____
KALEY COOK, CITY CLERK

CITY OF PALM COAST

_____
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

EXHIBIT "A"

Chapters 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, and 14 of the Land Development Code

PART I. - REVIEW AUTHORITY AND ENFORCEMENT

Sec. 2.01. - Purpose and Intent.

The purpose of this Part is to establish the administrative structure for the implementation and enforcement of the Land Development Code.

Sec. 2.02. - Review Authorities.

The following review authorities are established to administer the provisions of this LDC under the authority prescribed by this LDC and Florida law.

2.02.01. *City Council.* In addition to any authority granted to the City Council by state law or the Code of Ordinances of the City of Palm Coast, the City Council shall have the following powers and duties with regard to this LDC:

A. To provide for the approval or denial of applications promoting orderly development consistent with the City's Comprehensive Plan and this LDC.

B. To provide for the approval or denial of subdivision plans and other development plans consistent with the Comprehensive Plan and this LDC.

C. To conduct public hearings as may be necessary in the discharge of its duties.

D. To amend this LDC, after review and recommendation of the Planning and Land Development Regulation Board.

E. To hear and decide appeals pertaining to decisions of the Planning and Land Development Regulation Board.

F. To set fees as necessary to implement the provisions of this LDC.

G. To assess enforcement penalties for failure to comply with this LDC.

H. To take such other action not delegated to decision-making and administrative bodies designated in this LDC, as the City Council may deem desirable and necessary to implement the provisions of this LDC and the Comprehensive Plan.

2.02.02. *Planning and land development regulation board.* Chapter 2, Article V, Division 5 of the City of Palm Coast Code of Ordinances establishes the Planning and Land Development Regulation Board. In addition to the membership and duties specified in the Code of Ordinances, the Planning and Land Development Regulation Board shall meet the following requirements:

A. *Membership.*

1. The members of the Planning and Land Development Regulation Board shall reside in the City.

2. At least one Planning and Land Development Regulation Board shall be appointed from each City Council district.

3. No Planning and Land Development Regulation Board member shall serve in office for more than two consecutive four-year terms. A member whose term expires may continue to serve until a replacement is appointed.

4. Membership shall be based on experience or interest in the field of planning and zoning and may include the following occupations, when feasible. In no event, however, shall the Planning and Land Development Regulation Board include more than two members from the same field:

a. An architect or a landscape architect;

b. An engineer;

c. A realtor or a developer;

d. An environmentalist; and

e. A lawyer.

B. *Removal from office.*

1. Planning and Land Development Regulation Board members shall serve at the pleasure of the City Council.

2. If a member of the Planning and Land Development Regulation Board is absent for three regularly scheduled meetings without being excused prior to said meeting by the chair or who misses a total of five meetings in any 12 consecutive months, said member shall forfeit his or her office and it shall be deemed vacant.

3. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term.

C. *Powers and duties.* The Planning and Land Development Regulation Board shall have the following powers and duties:

1. Hear applications for Comprehensive Plan amendments, zoning map amendments, master planned developments, master plans, special exceptions, and variances.

2. The Planning and Land Development Regulation Board is hereby designated as the local planning agency as required by F.S. §~~§ 163.3161 and~~ 163.3174. The Planning and Land Development Regulation Board shall prepare, or cause to be prepared, the elements of the Comprehensive Plan as required in F.S. § 163.3177, and any other appropriate elements, and shall make recommendations regarding the Comprehensive Plan to the City Council. It shall have the general responsibility for the conduct of the Comprehensive Planning Program, monitoring and overseeing the effectiveness and status of the Comprehensive Plan, and recommending to the City Council such changes in the Comprehensive Plan as may, from time-to-time, be required. It shall perform any other duties assigned by the City Council and may prepare and recommend to the City Council any other proposals to implement the Comprehensive Plan.

3. The Planning and Land Development Regulation Board is hereby also designated as the land development regulation board in accordance with the provisions of F.S. §~~§ 163.3161 and~~ 163.3194. The Planning and Land Development Regulation Board shall develop and recommend to the City Council land development regulations that implement the Comprehensive Plan and amendments thereto for consistency with the Comprehensive Plan. Amendments to the Land Development Code that relate purely to technical matters shall be considered on the basis of the technical matters submitted only.

2.02.03. *Land Use Administrator.*

A. The Land Use Administrator shall review and act upon any and all applications for development orders and permits that are issued by any person or body other than the City Council or the Planning and Land Development Regulation Board in which cases the Land Use Administrator shall provide for reviews and recommendations as appropriate.

B. The Land Use Administrator is authorized to make necessary interpretations of this LDC and to interpret the permissible, prohibited, and special exception land uses listed in each zoning district upon a written request for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The request shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

C. The Land Use Administrator is authorized to interpret the zoning map and to act upon disputed questions of district boundary lines and similar questions upon an application for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The application shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

Table 2-1—Development Order Approvals

DEVELOPMENT LEVEL	DEVELOPMENT TYPE/INTENSITY	FINAL APPROVAL AUTHORITY
MINOR Tier 1: Nonresidential ~~projects~~ site plans up to 40,000 square feet of building and/or multi-family residential projects not to exceed 40 residential units	Administrative Deviation of Standards	Land Use Administrator [1]
	Nonstatutory Subdivisions	
	Preliminary and Final Plats (regardless of the number of units are Tier 1)	
	Technical Site Plans for Tier 1 developments; Tier 2 developments with an approved Master Site Plan; and Tier 3 developments with an approved Master Site Plan	
	Subdivision Master Plans for nonresidential and for residential up to 100 units	
	Developments pursuant to the Live Local Act regardless of size or number of units	
MODERATE Tier 2: Nonresidential ~~projects~~ site plans over 40,000 square feet of building up to 100,000 square feet of building and/or multi-family residential projects over 41 residential units not to exceed 100 units	Special Exceptions	Planning and Land Development Regulation Board
	Variances	
	Master Site Plans for Tier 2 Developments	
	Technical Site Plans for Tier 2 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 2 developments	
	Subdivision Master Plans for	

	residential greater than 100 units	
MAJOR Tier 3: Nonresidential ~~projects~~ site plans over 100,000 square feet of building and/or multi-family residential projects over 100 residential units	Vested Rights Determinations	City Council
	Zoning Map Amendments/Master Planned Developments	
	~~Final Plats~~	
	Development Agreements	
	Master Site Plans for Tier 3 developments	
	Technical Site Plans for Tier 3 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 3 developments	
	Developments of Regional Impact ~~(threshold - 750 residential dwelling units)~~ or amendments to Developments of Regional Impact	

[1] The Land Use Administrator shall, on a regular basis, submit a report to the Planning and Land Development Regulation Board listing all minor level developments that have been approved during a specified period.

PART II. - DEVELOPMENT ORDERS AND AGREEMENTS—APPLICATIONS AND PROCEDURES

Sec. 2.03. - Purpose and Intent.

The purpose of this Part is to set forth the basic procedures and criteria to implement this LDC with regard to receiving, reviewing, and rendering decisions on applications for development orders, agreements, and amendments to the Official Zoning Map. These procedures shall be applied and interpreted in a manner recognizing both the legislative and quasi-judicial aspects of the local government decision-making process. The Land Use Administrator shall accomplish the administration of this LDC, but may delegate authority as deemed appropriate. The City will not establish procedures and administer policies inconsistent with the Comprehensive Plan, Code of Ordinances, and policies established by City Council.

Sec. 2.04. - Applicability.

No person shall undertake the development or subdivision of land within the corporate limits of the City except pursuant to a valid development order issued in accordance with all legal requirements. All development shall be consistent with the Comprehensive Plan. All development shall meet City requirements prior to the approval and issuance of any development order, unless specifically exempted as a condition of the development order. The requirements contained in this section, in addition to the specific requirements noted for each type of application within this Part, shall apply to all development orders.

2.04.01. *Development order required.* Development orders require different levels of approval depending on the intensity and type of project. Table 2-1 shows the level of approval required for each type of development activity. Before submitting a development order application for review and to determine which level an application falls into, the developer shall provide the Land Use Administrator with sufficient information to make a determination.

2.04.02. *Exceptions.* No development order shall be required when:

A. The application for development involves minor remodeling or new construction of a detached single-family dwelling or duplex residential building and it meets all the applicable LDC requirements and regulations. Such development may directly make application for a building permit.

B. The development or redevelopment activity is included as part of a larger plan of development or a phased development for which a development order has been previously issued pursuant to this LDC.

C. Altering an existing building or structure so long as no increase is made to its nonresidential gross floor area, its use, its height, or the amount of impervious surface on the site.

D. Changing the use of a property/building provided that:

1. The new use is allowed in the applicable zoning district, and

2. The new use does not increase the density or the intensity of the development on the real property.

E. Erecting a sign or replacing protected trees on a previously developed site and independent of any other development activity on the site.

2.04.03. *Building permit required.* It shall be unlawful to change the use of an existing structure, modify an approved site plan, commence the clearing of land, excavations for, or the construction of any building or other structure, including accessory structures, or to store building materials, or erect temporary field offices, or to commence the moving, alteration, or repair of any structure, including accessory structures, until the Land Use Administrator has issued a building permit authorizing such development. Review and approval of building permits shall be in accordance with Article 2, Chapter 15 of the City of Palm Coast Code of Ordinances.

(Ord. No. 2024-17, § 2, 11-12-24)

Sec. 2.05. - Development Orders and Agreements—General Requirements.

2.05.01. *General administrative principles.* The following principles apply to the development application process:

A. Copies of documents, reports, publications, administrative rules, and other similar matters that are referred to in the provisions of this LDC shall be filed and retained in the office of the City Clerk.

B. When state or federal codes are referenced in this LDC, the most recent enactment or amendment of that regulation shall apply.

C. When calculations are made in the course of the implementation of this LDC, numbers shall be rounded to the nearest whole number unless otherwise specifically stated in this LDC.

D. Fees called for in this LDC for the various applications and processes shall be established in a resolution adopted by the City Council; provided, however, that the Land Use Administrator may establish the appropriate fee for actions and activities not specifically set forth in a fee resolution after considering the range of fees set forth in the City Council's resolution and shall present proposed amended fee resolutions to the City Council, as needed, from time-to-time.

E. The Land Use Administrator is charged with promulgating the forms and procedures necessary to administratively implement this LDC.

F. Whenever a reference is made in this LDC to "the City" or "City staff" such reference

shall mean the Land Use Administrator unless the context clearly indicates to the contrary.

G. The City shall adhere to the controlling requirements of state law relative to the processing, hearing and rendering decisions with regard to legislative and quasi-judicial matters. The City shall approve development orders and deny development orders as appropriate and in recognition of the public's right and the rights of property owners to articulated decisions on land use matters.

H. Although a glossary of defined terms and various definitions of terms are set forth in Chapter 14, not all terms may be defined and, to that end, the City may refer to and rely upon definitions set forth in the Florida Statutes ~~and~~, the Florida Administrative Code, the Florida Building Code, or as found in the Merriam-Webster Dictionary in order to assist in the administration of this LDC.

I. The rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

J. Upon a final decision made by the City Council after all internal appeals being timely filed and determined, applicants may seek timely appeals of actions in a court of competent jurisdiction.

K. A change of use shall require appropriate reviews and permitting if the proposed new use increases the density or intensity of the development on real property. A change of use occurs when an existing use or occupancy of land, or a building, is replaced by another use or occupancy.

2.05.02. *Neighborhood meeting requirements.*

A. *Meetings required.* Developers are required to hold a neighborhood meeting for the following application types:

1. Single-family and multifamily residential developments ~~of 40 units or more, unless waived by the Land Use Administrator~~. Developments pursuant to the Live Local Act shall not require a neighborhood meeting.
2. Development of regional impact.
3. Master planned development.
4. Zoning map amendments.
5. Other projects as deemed necessary by the Land Use Administrator on a case-by-case basis based upon potential impacts to the City or abutting or proximate property owners.

The meeting shall be held at least 14 days prior to an application being heard in the first step of the review/approval process. The Land Use Administrator may waive the requirement for a neighborhood meeting if the project is part of a multiphase project for which meetings have been held previously. A request to waive the requirement for a neighborhood meeting must be made in writing to the Land Use Administrator and contain the reason(s) for the request.

B. *Notification required.* Neighborhood meetings shall be noticed to property owners owning property located within 500 feet of the boundary lines of the property proposed for development. The notice shall state the date, time, and location of the neighborhood meeting. A location map of the project location shall be included with the notification along with other documentation as requested by City staff. The notice shall be sent/postmarked at least 14 days prior to the neighborhood meeting. A copy of the notice shall be provided to the City.

C. *Meeting criteria.* The neighborhood meeting shall be held in the evening ~~or on a~~

~~weekend~~ in a location of close proximity to the subject property that is capable of accommodating such meeting. The meeting shall not start earlier than 5:30 p.m. and shall not be scheduled on the same night as a PLDRB or City Council Regular meeting. The applicant shall conduct the meeting and provide necessary information and materials to attendees that address the proposed development. The applicant shall ensure that audio-visual equipment is adequate to assist in making sure that attendees may fully participate in the proceedings. The applicant shall provide a sign-in sheet and take notes of public comments. A copy of the sign-in sheet and comments shall be provided to the City prior to the next step in the approval process.

D. *Post-meeting.* The applicant shall provide the following materials within 10 days after the neighborhood meeting: ~~the submitted application:~~

1. A copy of the meeting notification.
2. A list of who was notified of the meeting.
3. A copy of all materials distributed at the meeting.
4. A list of names and addresses of attendees as provided on sign-up sheets from the meeting.
5. A summary of the issues raised by the attendees.
6. A description of how the proposal addresses the issues that were raised at the meeting.

E. *Additional meetings.* The Land Use Administrator may require that additional neighborhood meetings be held if the application is substantially modified from that which was presented at the previous neighborhood meeting.

2.05.03. *Public hearing notice requirements.*

A. All notices for vacating plats, variances, special exceptions, appeals (as applicable), and amendments to the Official Zoning Map or LDC, shall be published as required by state law and, where applicable, City regulations. If there is ever a conflict between the provisions of this LDC and state law relative to notices, the ~~provisions of state law shall prevail and apply~~more stringent regulation shall apply.

B. Prior to the hearings provided for under this chapter, the applicant shall send notices, prepared by City staff, to all applicable property owners as outlined in Table 2-2. The names and addresses of the property owners shall be obtained by the applicant from the Flagler County Property Appraiser's Office. The notice shall be sent via certified mail and shall provide information as to the nature of the requested application and the date, time, and location of the public hearing. No other documents shall be provided within the envelope. The Land Use Administrator shall promulgate rules relating to whether the applicant or the City will be responsible for mailing the notices to the required property owners by certified mail and the costs relating thereto.

C. Abutting property means any property that is immediately contiguous to property that may be subject to a hearing or that is immediately across any road or public right-of-way from the property subject to such hearings.

D. Signs, as required, shall be posted in a conspicuous place on the subject property no later than the timeframe specified in Table 2-2.

E. At least ten calendar days prior to the required hearing, if applicable, the applicant shall submit an affidavit to the City stating that the notification requirements have been met in accordance with this section.

Table 2-2: Notification Requirements for Public Hearings ***~~(State law prevails over any~~***

~~*provision in this Table)*~~

	Planning and Land Development Regulation Board (PLDRB)	City Council Ordinance 1st reading	City Council Ordinance 2nd reading	Judicial or DCA
Appeal Administrative Decision	N/A	N/A	N/A	N/A
Appeal PLDRB Decision	N/A	Applicant mails letters, if deemed applicable by the Land Use Administrator, at least 14 calendar days prior to hearing.	N/A	N/A
Vacating Plat	N/A	In accordance with Florida Statutes	N/A	N/A
Variance	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
Special Exception	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
LDC Amendment	Display ad published at least 14 calendar days prior to hearing.	Display ad published at least ~~7~~ 14 calendar days prior to hearing.	Display ad published at least ~~5~~ 14 calendar days prior to hearing/adoption	N/A
Zoning Map Amendment (owner initiated)	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least ~~10~~ 14 calendar	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.

		days prior to hearing.	days prior to hearing/adoption.	
Zoning Map Amendment (City initiated, less than 10 acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 30 calendar days prior to hearing. Notification letters mailed at least 30 calendar days prior to hearing to each real property owner of parcels to be rezoned. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~N/A~~	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Zoning Map Amendment (City initiated, 10 or more contiguous acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least ~~7~~ 14 calendar days prior to hearing. Display ad published at least ~~7~~ 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least ~~5~~ 14 calendar days prior to hearing/adoption.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Development Agreement and Amendments[1]	N/A	In accordance with Florida Statutes	In accordance with Florida Statutes	In accordance with Florida Statutes
Comprehensive Plan Amendments	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~In accordance with Florida Statutes~~	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~In accordance with Florida Statutes~~	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.~~In accordance with Florida Statutes~~	In accordance with Florida Statutes
DRI Amendments	Display ad published at least	Display published ad at	Display ad published at least	In accordance with Florida

	14 calendar days prior to hearing. ~~In accordance with Florida Statutes~~	least 14 calendar days prior to hearing. ~~In accordance with Florida Statutes~~	14 calendar days prior to hearing. ~~In accordance with Florida Statutes~~	Statutes

[1] This is not applicable to development agreements related to the zoning of property.

2.05.04. *Review procedures.* This section establishes the review process for development orders. More specific requirements for certain development orders are included in those particular sections within this Part.

A. *Owner; owner representative.* If an application relates to a specific real property, it shall be heard only if it is presented by the person(s) owning 51 percent or more of that land, or an authorized representative of the owner(s), or upon an administrative application by the City Council.

B. *Right of entry for survey, examination, and inspection.* An application submittal shall grant any person acting under the direction of the Land Use Administrator in the performance of functions and duties pursuant to this LDC to enter upon such land and make inspections, examinations, and surveys as necessary in its administration and enforcement.

C. *Preapplication meeting.* Prior to filing an application for development, an applicant desiring to develop or plat property within the City may schedule a preapplication meeting with the Land Use Administrator. The applicant shall submit a preapplication package that meets City requirements. Following the preapplication meeting, the applicant shall hold neighborhood meetings as required in this chapter prior to ~~submitting an application for~~ the ~~next~~ first step in the review/approval process.

D. *Completeness review.* An application shall be submitted in accordance with City requirements. Minimum requirements for an application for a development order are posted on the City website. Compliance review will not commence until such time that the application is deemed complete by the Land Use Administrator (LUA).

1. Within 5 business days after receiving an application for approval of a development order, the Land Use Administrator (LUA) shall confirm receipt of the application using the contact information provided by the applicant.

2. The ~~Land Use Administrator~~ LUA will make a determination of completeness within ~~ten~~ 30 ~~business~~ days from receipt of the application. If the application is deemed incomplete, it shall be returned to the applicant The applicant will be issued a letter indicating that all required information is submitted or specifying with particularity any areas that are deficient. and the same process followed until it is determined to be complete. When the Land Use Administrator has determined that an application is complete, correspondence will be sent to the applicant and the date of that correspondence will serve as the first day of the compliance review period.

3. For applications that do not require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 120 days after the application has been deemed complete. For applications that require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 180 days after the application has been deemed complete. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance.

4. The timeframes contained in this subsection restart if an applicant makes a

substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

~~1.~~5. If the stated timeframes are not met by the LUA, the applicant may be issued a refund of the application fee, or portion thereof, as outlined in Florida State Statute 166.033 (4).

E. *Revisions to development order applications.* If an application is modified after submittal, the following requirements shall apply:

1. *Major modification.* A major modification of plans initiated by the applicant during the compliance review process that is not in response to City comments may be determined to constitute a new application submittal by the Land Use Administrator.

2. *Application/document changes.* Ownership and/or mortgage holder changes shall require a new signed application cover sheet with updated signatures and a new title opinion as well as additional information that may be required. Changes to the application may require additional review by the Land Use Administrator.

F. *Applications withdrawn, abated, and abandoned.*

1. *Withdraw.* Any application may be withdrawn, prior to any action required, at the discretion of the applicant upon written notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

2. *Abated applications.* An application shall be abated when no activity occurs for six consecutive months. The Land Use Administrator shall issue a notice of abated application to the applicant. Any submittal after the issuance of a notice of abated application shall require the payment of an abated application fee and must comply with any amendments to this LDC or other applicable state regulations after the last review of the application.

3. *Abandoned applications.* An application shall be abandoned when no activity occurs for 12 consecutive months. The Land Use Administrator shall issue a notice of abandoned application to the applicant. Any submittal after the issuance of a notice of abandoned application shall constitute a new application.

G. *Applications for minor development—Land use administrator approval.*

~~1.~~ Following a completeness determination as described in Sec. 2.05.04.D. ~~for a minor development,~~ the Land Use Administrator shall approve, approve with conditions, or deny the application for a development order within 120 days. ~~review the application in order to determine compliance with City requirements and, if applicable, state requirements.~~

~~2. If the application is not in compliance, a letter shall be sent to the applicant outlining all items that need to be addressed in order for the development to achieve compliance with this LDC.~~

~~3.~~1. ~~Upon verification of compliance with all applicable requirements, the Land Use Administrator shall issue a development order approving or denying the application.~~

H. *Application for moderate and major development—Planning and land development regulation board or city council approval.* The review process for a moderate or major development shall include:

1. Following a completeness determination as described in Sec. 2.05.04.D., an application requiring final action through a quasi-judicial hearing or public hearing

must be approved, approved with conditions, or denied within 180 days.~~for a moderate or major development,the Land Use Administrator shall review the submittal in order to determine compliance with City requirements and, if applicable, state requirements. Copies of the application shall be forwarded to all applicable City staff for review and comment. At the discretion of the Land Use Administrator, or at the request of the applicant, a meeting may be scheduled with City staff to discuss issues that may be substantive in nature. If City staff finds that additional information is needed for the proper review of the application, the Land Use Administrator shall notify the applicant in writing, specifying the information needed.~~

~~2.~~

~~3.~~2. ~~If the application is not in compliance, a letter shall be sent to the applicant outlining all items that need to be addressed in order for the development to achieve compliance with this LD~~After verification that the application for a moderate or major development has complied with all applicable requirements of this LDC, the application shall be placed upon the next practicable agenda of the Planning and Land Development Regulation Board in accordance with published schedules and deadlines. After 60 days of application submittal the applicant may request the application be on the next appropriate agenda.

~~4.~~3. The Land Use Administrator shall forward the application, along with its recommendations, to the Planning and Land Development Regulation Board for consideration. Based on the application, the requirements of this chapter, and the recommendations of City staff, the Planning and Land Development Regulation Board may approve, approve with conditions, or deny a development order, or prepare recommendations for the consideration of the City Council if it involves a major development, as defined in Table 2-1.

4. If applicable, following review by the Planning and Land Development Regulation Board, the application shall be placed upon the next practicable agenda of the City Council. Based on the application, the requirements of this chapter and the recommendations of the Planning and Land Development Regulation Board, the City Council shall approve, approve with conditions, or deny the application.

~~1.~~

I. *Conditions and safeguards.* In granting any development order, the approving authority may prescribe appropriate conditions and safeguards in conformity with this LDC. The approving authority shall render a decision to either:

1. Approve the request as submitted; or
2. Approve the request with conditions; or
3. Deny the request.

Violation of conditions and safeguards made a part of the approval shall be a violation of this LDC.

J. *Development order denial.* In the event an application for a development order is denied, the City shall issue a denial development order citing the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the request for a development order or permit. The Land Use Administrator may provide comments and recommendations relating to applications prior to taking action to deny a development order.

K. *Due process.* The timeframe for City review, process, and public hearings for all accepted application types ~~shall be determined by the Land Use Administrator. The Land Use Administrator shall provide information depicting all application target timelines for City review and processing which demonstrates its adherence to these~~

~~timeframes. Although these timeframes are targets and not requirements, all applications shall be duly processed. In no case shall the Land Use Administrator unduly or unreasonably deny comments, reports, decisions, or scheduling of public hearings for applications.~~shall follow Florida State Statute 166.033 as provided in LDC Section 2.05.04.D. After 60 days of application submittal the applicant may request the application to be on the next appropriate agenda, if applicable.

L. *Independent review of applications.* The City may engage necessary technical consultants for the review of an application or a specific technical aspect of an application. The costs of such review shall be paid by the applicant.

2.05.05. *Review findings.* 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;

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

C. The proposed development must not impose a 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; and

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

2.05.06. *Effect of development orders.* The issuance of a development order does not authorize the disturbance of any part of the subject property involved. A development order only authorizes the filing of an application for another development order or a building permit.

A. *Other permits required.* In addition to obtaining a development order from the City, the developer must also obtain all other applicable permits or exemptions, as may be required by law, pursuant to Florida Statutes Chapter 166.033. ~~In the event approval from the City is prerequisite to obtaining other required permits, the City shall issue a letter of intent which states that the proposed development is in compliance with this LDC, and that such approval is conditioned upon the developer obtaining all other required permits. The developer must provide proof to the City that all permits or exemptions have been granted prior to receiving a site development permit and, if applicable, a final plat.~~

~~A.~~ B. *Valid period.* Development orders shall remain valid for a period of 12 months from the date of issuance. In the event the applicant provides documentation that federal and/or state permits are in the process of being obtained, the expiration date of the development order may be extended in accordance with Subsection 2.05.06.E. However, a final plat development order shall remain valid until the subdivision or any part thereof is abandoned in accordance with City and state law.

~~B.~~C. *Commencement of construction pursuant to a valid building permit.* If construction on a site has commenced during the valid period of a final site plan development order and pursuant to a valid building permit, construction may continue after the development order expires as long as the building permit remains valid.

~~C.~~D. *Commencement of construction during valid period of a preliminary plat.* If construction of the required improvements in a subdivision has commenced during the valid period of a preliminary plat development order, the improvements may be completed in accordance with the approved development order beyond its valid period provided the final plat development order has been issued and the subdivision has a valid certificate of concurrency. Construction of the required improvements in a subdivision shall be completed or shall be guaranteed for completion pursuant to City requirements.

~~D.~~E. *Extension of a development order.* Within three months before the expiration of any development order, the developer may request an extension not to exceed ~~12~~ 24 months provided the development has a valid certificate of concurrency. All requests shall be submitted to the Land Use Administrator in writing and shall state the reason(s) for the extension. ~~A maximum of three extensions may be granted provided the development has a valid certificate of concurrency~~.

~~E.~~F. *Recording.* All development orders, except denial development orders, and any extension, or minor modification thereto, shall be filed with the City Clerk and recorded at the expense of the applicant.

~~2.05.07.~~ 2.05.07 *Modifications to an approved development order.*

A. The Land Use Administrator may approve minor technical modifications to an approved development order. In determining whether a proposed modification is minor, all of the following shall apply:

~~1. The proposed modification shall not increase the floor area ratio or impervious surface ratio by more than 15 percent, provided it meets the requirements of this LDC~~.

~~2.~~1. The proposed modification shall not adversely affect traffic circulation on or off-site.

~~3.~~2. The proposed modification shall not increase the density, intensity, or height of the approved development.

~~4.~~3. The proposed modification shall comply with all codes, rules, and regulations of the City and any other federal or state agency, and shall not require a variance.

B. Requests for modifications that do not meet the requirements in this subsection shall be reviewed by the applicable approval authority.

(Ord. No. 2024-12, § 2, 5-7-24; Ord. No. 2024-17, § 3, 11-12-24)

Sec. 2.06. - Official Zoning Map Amendments.

2.06.01. *Purpose.* This section is established to provide for zoning map amendments, as may be necessary or desirable from time-to-time, through a review by the Planning and Land Development Regulation Board and the City Council.

2.06.02. *Applicability.* An application to amend the Official Zoning Map (rezoning) may be filed by the Land Use Administrator, the City Council, the Planning and Land Development Regulation Board, the property owner(s), or agent of the property owner(s) representing 51 percent or more of the property involved.

2.06.03. *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 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.

B. Its impact upon the environment or natural resources.

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

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

E. Any changes in 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.

G. Whether it accomplishes a legitimate public purpose.

2.06.04. *Frequency of application.* A property owner shall not initiate action for the same rezoning affecting the same parcel of land more often than once every ~~12~~ 24 months following denial or approval.

2.06.05. *Recording amendments to the official zoning map.* The Land Use Administrator shall update the Official Zoning Map as soon as possible after amendments are adopted. Amendments to the Official Zoning Map shall identify the official action by which such amendment was made, the date of such action, and the area involved.

Sec. 2.07. - Special Exception.

2.07.01. *Purpose.* The purpose of this section is to establish procedures for the review of uses that would not normally be appropriate within a zoning district, but if subject to appropriate limitations, conditions, and safeguards, would promote the public health, safety, welfare, convenience, and comfort.

2.07.02. *Applicability.* The special exception process shall be ~~can only be applied~~limited to those uses noted as special exception uses in Chapter 3 ~~and in~~or Chapter 4. Uses determined by the Land Use Administrator under Subsection 3.01.07 to require a special exception shall utilize the special exception process. Uses requiring a super majority vote of the City Council pursuant to Subsection 3.01.06 shall utilize the special exception process, with the Planning and Land Development Regulation Board providing a recommendation based on this section to the City Council for final approval by resolution.

2.07.03. *Review findings.* No application for a special exception use shall be approved unless the Planning and Land Development Regulation Board finds that the request meets the findings listed in Subsection 2.05.05 and the following:

A. Is consistent with the specific requirements for that particular use as set forth in this LDC;

~~B. Meets the concurrency requirements of this LDC; and~~

~~C.~~B. Is compatible with the surrounding neighborhoods and promotes the value of surrounding land, structures, or buildings. Compatibility shall be reviewed in light of the following components:

1. Architectural design;
2. Fencing and screening, landscaping;
3. Noise reduction, sign, and light control;
4. Storm drainage, sanitation collection;
5. Police and fire protection;
6. On and off-site traffic control;
7. Off-street parking and loading; and
8. Other matters relevant to assuring that the proposed development site fosters desirable conditions and compatibility with the existing environment.

2.07.04. *Effect of a special exception.*

A. *Effective date.* In accordance with Subsection 2.05.01.I, the rendering of a decision

shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

B. *Special exceptions run with the land.* Special exceptions are not personal in nature and shall run with the land. However, a special exception shall be approved only on the basis of the development plan submitted with the application, and shall be valid only for the location and area shown on the approved development plan which shall include a floor plan, if applicable.

C. *Activating a special exception.* Approval of the special exception shall give the applicant authority to submit an application for development permits and/or other appropriate approval. Where the special exception approval does not require development permits, the applicant shall provide written evidence to the City that the activity granted has been initiated within the time prescribed by the City, or that right or privilege shall expire.

D. *Expiration or Abandonment of Special Exception Uses.* If a special exception does not begin to serve the purpose for which it was granted within 12 months from the date of rendition it shall expire. Provided, however, that the Planning and Land Development Regulation Board may establish a shorter or longer period of time for a special exception to commence. In addition, the Land Use Administrator may extend the special exception for up to an additional 12-month period of time if the applicant can demonstrate good faith reliance. Good faith reliance may include, but is not limited to, the securing of any required permits from other governmental agencies/jurisdictions or the expenditure of substantial funds in reliance on the approved special exception.

E. *Amendments.* Minor amendments not altering the intent and purpose of the approved special exception may be approved by the Land Use Administrator after such departmental comment as he or she deems appropriate. Amendments to an approved special exception, which the director deems to be major, shall require the submittal of an application and compliance with the review procedures as set forth in this section and as otherwise provided in this chapter.

Sec. 2.08. - Subdivision of Land.

2.08.01. *Purpose.* The purpose of this section is to determine when platting is required and to establish a review process consistent with F.S. ch. 177. It is not the intent of this LDC to prohibit the metes and bounds conveyance of real property, but it is the intent of this LDC to ensure compliance with the provisions of State Statutes.

2.08.02. *Applicability.*

A. *Platting required.* It shall be a violation of this LDC for anyone who is the owner or agent of the owner of any land to transfer, sell, or offer to transfer or sell such land by reference to, exhibition of, or other use of a plat of a subdivision of such land without having a plat recorded in accordance with the requirements of this section and state requirements. Subdivisions are classified as:

1. *Statutory.* The division of a parcel of land, whether improved or unimproved, into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land, and includes establishment of new streets and alleys, additions, and ~~resubdivisions~~replats.
2. *Nonstatutory.* The following activities qualify as nonstatutory subdivisions:

   a. The combination or reconfiguration of previously platted lots or portions of such lots where the total number of lots is not increased and the resultant lots comply with City requirements.

   b. The public acquisition by purchase, acceptance of deed ~~of~~ or dedication, or

exercise of the right of eminent domain of strips of land for the widening or opening of streets, or acquisition of property for public purposes or public utilities.

c. The division of land into no more than three lots, parcels, tracts, tiers, blocks, units, or any other division of land, said resulting lots to be 20 acres or more in size, provided that:

(1) Said division of land does not create a new street.

(2) Each resulting lot, tract, or parcel shall have access to a public street and no public improvement may be dedicated including, but not limited to, any dedication of rights-of-way, easement, or physical improvement of any kind intended for public use.

(3) Each lot, tract, or parcel shall meet or exceed the minimum requirements of the zoning district in which it is located adjacent to the public street.

(4) The owner of the subject property shall not be allowed to further subdivide under this section.

d. The division of a platted lot, parcel, or tract in single ownership into not more than ~~two~~ three lots, where no street right-of-way dedication is involved and where the lots are equal to or exceed the standards of the LDC.

e. The original parcel to be considered must have been lawfully created.

B. *Single sites not requiring platting.* No platting shall be required for development within an individual lot, parcel, or tract, provided that such lot, parcel, or tract meets all of the following requirements:

1. Has a property identification number(s);

2. Was lawfully established by the governing authority at the time it was created; and

3. Complies with the minimum lot area requirements of this LDC, or is a legally existing nonconforming lot.

2.08.03. *Nonstatutory land subdivision review procedures.* The application shall be processed administratively in accordance with review procedures and requirements for development orders established in Section 2.05.

2.08.04. *Statutory land subdivision review procedures.* The subdivision of land that does not qualify as nonstatutory subdivision shall meet the requirements of this section after a Subdivision Master Plan approval has been granted as outlined in Section 2.10.

A. *Preliminary plat.*

1. *Review procedures.*

a. At an applicant's risk, a~~A~~n application for preliminary plat approval may be submitted ~~in conjunction with an application for~~after the ~~a~~ subdivision master plan ~~development order.~~ is in substantial compliance.

b. The application shall be processed in accordance with Section 2.05. Once the application is deemed compliant, a development order shall be issued by the approving authority.

B. *Final plat.*

1. *Review procedures.*

a. Following the issuance of a preliminary plat development order, the applicant may submit a complete application for a final plat approval on a form provided by the City.

b. The application shall undergo a completeness and compliance review as outlined in Section 2.05 and F.S. ch. 177.

~~b.~~c. The Final Plat application is reviewed administratively and approved by the Land Use Administrator (LUA).

2.08.05. *Effect of plat approval.*

A. *Effect of preliminary plat approval.* Upon issuance of the preliminary plat development order, the developer may elect to commence construction of the subdivision and apply for a final plat development order. If the developer elects to commence construction prior to or concurrently with final plat review, the developer shall attend a preconstruction meeting as outlined in Chapter 9, Part I, and provide the following documentation and materials:

1. All required permits from federal, state, county, and regional agencies.
2. Commitment letters from the providers for essential services (i.e. electric, telephone, cable, etc.) that adequate service will be available at the time of impact.
3. Performance guarantee (in the amount established by the City) for the installation of public improvements that have not been constructed. Such estimate shall include, but not be limited to, landfill costs. An itemization shall be provided showing improvements that have been installed and all outstanding required improvements.
4. A statement within the preliminary plat development order noting the developer's intent or a letter authorizing the commencement of construction pursuant to the approved construction plans.

B. *Effect of final plat approval.*

1. The execution of the plat by the ~~Mayor~~ Land Use Administrator shall be deemed to be the execution of a development order.
2. All recording fees, documents, and Mylar (original plat) shall be submitted to the Land Use Administrator. The Land Use Administrator shall then transmit the required fees and documents to the Clerk of the Circuit Court for recordation in accordance with F.S. ch. 177. Executed plats must also be filed with the City Clerk.

2.08.06. *Vacating plats.* The owners of any land subdivided into lots may petition the City Council under the provisions of F.S. ch. 177.101, to remove (vacate and abandon) the existing plat, or portion of a plat, from the official records of the City of Palm Coast. The application shall undergo a completeness and compliance review as outlined in this chapter. Once the application is deemed compliant as determined by the Land Use Administrator, it shall be scheduled before the City Council for consideration. The execution of a resolution by the Mayor shall be deemed to be the execution of a development order.

(Ord. No. 2009-26, §§ 2, 3, 12-15-09)

Sec. 2.09. - Master Planned Developments.

2.09.01. *Purpose.* The purpose of this section is to establish review requirements for approval of master planned developments, which typically include both a zoning map amendment and a development agreement. This section also addresses the procedures for approving major amendments to approved master planned developments.

2.09.02. *Applicability.* The requirements of this section apply to any proposed rezoning to the Master Planned Development District. Rezoning to the Master Planned Development District shall be a voluntary procedure to be pursued at the option of the applicant, pursuant to Section 2.10. The City may, at the request of the applicant, initiate such rezoning on privately owned property. The approval of the master planned development rezoning rests with the City Council pursuant to the requirements of Section 2.10.

2.09.03. *Review procedures.*

A. *Unified control.* No application for a master planned development shall be considered until the applicant furnishes all necessary documents and information, as may be required, to provide the City with sufficient evidence that the applicant is in complete, unified, and otherwise unencumbered control of the entire area of the proposed master planned development, whether the applicant be an individual, partnership, corporation, other entity, group, or agency. The applicant shall provide to the City all necessary documents and information that may be required to assure the City that the development project may be lawfully completed according to the plans sought to be approved.

B. *Master planned development site plan.* Review and approval of a master planned development site plan shall be the same as for a moderate or major development site plan, whichever is applicable, pursuant to Section 2.05.

C. *Master planned development agreement.* Review and approval of the Master Planned Development Agreement shall be the same as for a Development Agreement pursuant to Section 2.14.

D. *Bonds.* The City Council ~~may~~ shall include in the Master Planned Development Agreement requirements for bonds (or appropriate alternatives) for improvements conditioned upon the satisfactory and timely completion of facilities in the development plan, for the benefit of purchasers from the applicant, when the development time limits and phasing schedule do not preclude the sale of individual units prior to the completion of such facilities.

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, and the development standards listed in Subsection 3.03.04 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.

B. Consistency with the general intent of the LDC.

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

D. Compatibility within the development and relationship with 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.

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

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

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

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

2.09.05. *Effect of master planned development approval.* Approval of a Master Planned Development Plan and Master Plan Development Agreement gives the applicant the authority to proceed with a site development plan and plat applications for review.

A. *Duration and extension of development agreement.* For the duration and extension requirements of a development agreement, refer to Section 2.14.

B. *Amendment to a master planned development agreement.*

1. A request for an amendment to an approved master planned development master plan and/or agreement shall be supported by a written statement demonstrating the reasons the revisions are necessary or desirable. The Land Use Administrator may require additional documentation as part of the amendment application.

2. Amendments to ~~the~~ an approved Master Planned Development site plan or agreement for the developed portions of the property may only be initiated by:

a. The property owner, for an amendment to the master planned development applicable to only a single lot or building site; or

b. Petition by the owners of more than 50 percent of the property in the Master Planned Development District for an amendment to a master planned development that involves multiple owners; or

c. City Council, where necessary to preserve the health, safety, and welfare of the property owners in the master planned development.

3. Minor (de minimis) changes, no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

2.09.06. *Variances in master planned development districts.* Because the specific development standards of the Master Planned Development District are contained in the approved Master Planned Development Agreement for each planned development, and because the development plan normally takes into account those matters which might otherwise be the subject of variance review, modifications to approved development plans by variance shall be prohibited unless otherwise specifically provided for in the Master Planned Development Agreement.

2.09.07. *Status of previously approved PUD, PRD, VGC-1, VGC-2 and GCC plans.*

A. Any active or completed Planned Unit Development (PUD), Planned Rural Development (PRD), Village Center (VGC-1, VGC-2), or Golf Course Community (GCC) project approved prior to the adoption of this Code shall continue to be governed by the approved development plan and any development agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development. Any time limitations to which the approved PUD, PRD, VGC-1, VGC-2, or GCC plan may be subject shall also continue to apply. Minor (de minimis) changes of no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

B. Whenever any application is made to substantially modify an approved PUD, PRD, VGC-1, VGC-2, or GCC plan, as determined by the Land Use Administrator, or to

undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the Master Planned Development zoning district and shall comply with the provisions of this section. Substantial modifications to an approved development plan or agreement include, but are not limited to change that affects the intent and character of the development, intensity, density, land use pattern, the location, or dimensions of major streets, or similar substantial changes.

Sec. 2.10. - Master Plans.

2.10.01. *Purpose.* The master plan review process is intended to provide a review of the basic development concepts without significant engineering design, prior to proceeding with final plat and technical site plan approval.

2.10.02. *Applicability.*

A. *Master site plan.* A master site plan review is optional for all moderate and major site plans that include residential, nonresidential, and mixed use development occurring on various contiguous sites or outparcels to ensure that development takes place in a coordinated and efficient manner.

B. *Subdivision master plan.* A subdivision master plan is required prior to a preliminary plat application, unless waived by the Land Use Administrator.

C. *Nonresidential controlling master site plan.* A nonresidential controlling master site plan is optional for all site plans meeting the criteria set forth in Section 4.15.

2.10.03. *Review procedures.* A master plan review shall be processed in accordance with Section 2.05 and Table 2-1.

2.10.04. *Review criteria.* Master site plans shall be reviewed to ensure conformance with this Code. However, the following criteria shall be considered when reviewing master plans:

A. Logic of design.

B. Internal consistency.

C. Impact on neighboring sites.

D. Internal vehicular and pedestrian connectivity.

E. Consolidation of utilities and facilities, including stormwater, parking, signage, etc.

F. Public benefit derived from the project.

2.10.05. *Effect of master plan approval.*

A. Approval of a master plan development order authorizes an applicant to continue with the preliminary plat or technical site plan review process.

B. The approved Nonresidential Controlling Master Site Plan Development Order shall act as the controlling document for the development specifying, but not limited to, location of primary buildings and outparcels, landscape buffers, master stormwater, drainage, access drives, parking, and pedestrian facilities. However, site plans and preliminary plats can allow up to a 25 percent accumulative design change from the master plan. No deviation from LDC requirements may be approved during the City staff review process.

Sec. 2.11. - Technical Site Plan.

2.11.01. *Purpose.* The site plan review process set forth in this section is intended to ensure that site development, including mixed use development on a single site, takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity

of the proposed development.

2.11.02. *Applicability.* The purpose of final site plan review is to ensure compliance with all development regulations. Therefore, the level of detail shall be that of construction plans and technical specifications. The review is based not only on conformance to Code, but also conformance with an approved master plan, if applicable.

2.11.03. *Review procedures.* Site plan review shall be processed in accordance with Section 2.05.

2.11.04. *Effect of site plan approval.* Approval of the construction plans and technical specifications represents the final development order. Therefore, approval of a Site Plan Development Order authorizes an applicant to apply for a building permit.

Sec. 2.12. - Variance.

2.12.01. *Purpose.* This section is established to provide standards and procedures for the granting of variances from the provisions of this LDC through review by the Planning and Land Development Regulation Board when it finds that there are conditions peculiar to the property that creates undue construction or development hardships in complying with this LDC.

2.12.02. *Applicability.*

A. *Authorized variances.* The variance procedures contained in this section shall apply to the development standards set forth in the following portions of this Code:
   1. Chapter 1, Section 1.10—Nonconformities.
   2. Chapter 3—Zoning, Uses, and Dimensional Standards.
   3. Chapter 4—Conditions for Limited Specific Uses and Activities.
   4. Chapter 5—Transportation, Connectivity, Access, and Parking.
   5. Chapter 10—Environmental and Cultural Resource Protection.
   6. Chapter 11—Tree Protection, Landscaping, Buffers, and Irrigation.
   7. Chapter 12—Signs and Advertising.
   8. Chapter 13—Architectural Design Regulations.

B. *Prohibited variances.* A variance shall not be granted under any of the following circumstances:
   1. A variance that would permit an inconsistency with the Comprehensive Plan.
   2. A variance to permit a use, expressly or by implication, prohibited in the zoning district.
   3. A variance to permit a development density or intensity not generally allowable in the zoning district.
   4. A variance in connection with any use or activity that has been approved as a special exception, if within the area covered by the special exception approval.
   5. A variance ~~based on the permitted or~~that would permit a new nonconforming use of neighboring lands, structures, or buildings.
   6. A variance that would violate requirements or regulations of other departments or agencies.
   7. A variance that would violate specific prohibitions (for example, hours of operation), or procedural requirements.

8. A variance based on purely economic considerations.

2.12.03. *Review findings.* In addition to the findings listed in Subsection 2.05.05 for all development orders, variance applications shall be reviewed based on the following:

A. *All variances.* No application for a variance shall be approved unless the Planning and Land Development Regulation Board finds that the following standards are met, recognizing that the applicant bears the burden of proof.

1. Special conditions and circumstances exist which are peculiar to the land, use, or building involved and which are not applicable to other lands, uses, or buildings in the same zoning district; and

2. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

3. Literal interpretation of the provision of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant; and

4. The variance is the minimum relief necessary that will make possible the reasonable use of the land or building; and

5. The granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare or injurious to other property in the area.

B. *Alternative criteria for specific variances.* There are alternative variance criteria for specific uses within this LDC that shall be adhered to. Such uses are as follows:

1. Marinas—Refer to Chapter 4.

2. Flood Damage Protection—Refer to Chapter 10.

3. Wellhead Protection—Refer to Chapter 10.

2.12.04. *Effect of variance approval.*

A. Approval of a variance application shall give the applicant authority to submit an application for development plan review and/or other appropriate approval. The Planning and Land Development Regulation Board may, within the action for which the variance is required, prescribe a reasonable time limit for which the approved request shall begin, be completed, or both. Unless prescribed as a condition of approval, there is no time limit for a variance.

B. A variance shall be approved only on the basis of the development plan submitted with the application and shall be valid only for the area of variance shown on the approved development plan. No approved variance shall be construed to be a general modification of the requirements of this LDC in any area outside the area of variance shown on the approved development plan.

Sec. 2.13. - Administrative Deviation of Development Standards.

2.13.01 *Purpose.* This section is established to provide a process for granting administrative deviation with the application of certain standards of this LDC. The process is specifically intended to promote high standards of site design, and to provide flexibility in the administration of standards in recognition of site specific conditions, and to establish conditions to ensure compatibility where standards are modified.

2.13.02. *Applicability.*

A. The Land Use Administrator may approve an administrative deviation of standards to grant relief from any of the following requirements of this Code, up to a maximum reduction of five percent of the standard:

1. Distance between structures.
2. Parcel dimensions (not area).
3. Setbacks.

B. The Land Use Administrator may grant a deviation in order to protect a specimen or historic tree, in which case one parking space or two percent of the total parking requirements, whichever is greater, may be eliminated.

C. The Land Use Administrator may also grant an administrative deviation of standards to the site planning or development standards of this LDC in compliance with this section, based on the finding that the waiver is necessary to accomplish a reasonable accommodation of the needs of a disabled person, in compliance with the Americans with Disabilities Act.

2.13.03. *Review procedures.* Administrative deviations of development standards are classified as minor development orders and shall be reviewed as specified in Section 2.05. However, the Land Use Administrator may choose to refer the application to the Planning and Land Development Regulation Board for hearing and decision in the same manner as provided for Variances in Section 2.12.

2.13.04. *Review findings.* The Land Use Administrator may approve an administrative deviation of standards only after first making all of the following findings, in addition to those listed in Subsection 2.05.05:

A. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of this Code deprives the property of privileges enjoyed by other properties in the vicinity and within the same zoning district;

B. The approval of the administrative deviation of standards includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zoning district; and

C. The administrative deviation is consistent with any applicable specific plans in place for the subject property.

Sec. 2.14. - Development Agreements.

2.14.01. *Purpose.* This section is established to outline provisions relating to development agreements, which require approval by the City Council.

A. A development agreement may be entered into by an applicant and the City Council to provide for matters that relate to the unique conditions of the real property to be developed, the relationship between the public and private aspects of the development, or other terms and conditions that are not typical of a routine development order. Development authorized by a development agreement may be phased. The development agreement may provide that the entire development or any phase thereof shall be commenced or completed within a specific period of time.

B. Statutory development agreements may be entered into under the authority of the Development Agreement Act as codified in F.S. ch. 163 and processed in accordance with the requirements of state law.

C. Nonstatutory development agreements may be entered into under the authority of the home rule powers of the City of Palm Coast under Article VIII, Section 2 of the

Constitution of the State of Florida and F.S. ch. 166.

D. A development agreement shall be required for the development of property designated a Master Planned Development Zoning District on the Official Zoning Map, but the agreements shall not be statutory.

E. A development agreement is transferable if the land and structure(s) continues to be used for the purposes for which it was issued. No person (including successors and assigns of the person who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of the development agreement. The provisions of the development agreement run with and burden the real property to which it relates until released or amended in accordance with formal action of the City of Palm Coast. All development agreements shall require mortgagees to subordinate any mortgages on the property.

F. Duration and extension. The negotiated Master Plan Development Agreement which results from a master planned development application process shall have a maximum duration of five years or be phased to ensure that development under a Master Plan Development Agreement proceeds in good faith and the development of the master planned development is not abandoned and is not suspended in a manner which is adverse to the public interest. Upon the five-year term being completed or a phase of the master planned development not being developed in accordance with the phasing schedule set forth in the Master Plan Development Agreement, the City Council may, after obtaining a recommendation from the Planning and Land Development Regulation Board, extend the term of the Master Plan Development Agreement or the master planned development phase. In the interim, no development may be continued or permitted relative to the master planned development. ~~and absent an extension approval by means of a development order within three months of the date of expiration, the property shall revert to the zoning district which was assigned to the master planned development property prior to the Master Planned Development District rezoning.~~ A property owner may initiate a request for an extension prior to expiration.

Sec. 2.15. - Vested Rights Determination.

2.15.01. *Purpose.* This section is established to provide standards and procedures for the issuance of vested rights determinations by the City Council. No applicant claiming that the LDC as applied to a particular property constitutes or would constitute a permanent taking of private property or an abrogation of vested rights, may pursue such claim in court or before a quasi-judicial body unless the applicant has first exhausted the administrative remedies herein. The application shall set forth the facts upon which the claim is based and shall be accompanied by all contracts, letters, appraisals, reports, or other documents upon which the applicant's claim is based.

2.15.02. *Applicability.* The owner, or owners of real property, may request a determination of vested rights by filing a complete application with the Land Use Administrator on a form provided by the City.

A. The application shall provide a sworn statement to be executed by all owners of the real property or an authorized agent that all information set forth on the application is true and correct.

B. The Land Use Administrator shall screen each application for a vested rights determination to determine whether the application is technically complete. If not technically complete, the application shall be promptly returned to the applicant. A technically incomplete application shall be returned to the applicant with written notification of the deficient items. If a response is not submitted to the City within a time specified by the City, the application shall be deemed abandoned.

2.15.03. *Review procedures.* Vested rights determinations are classified as major development orders and shall be reviewed as specified in Section 2.05. In addition, the following procedural

requirements apply.

A. The City Council shall hold a public hearing and determine whether or not it has been clearly and convincingly demonstrated that the real property subject to the application has vested status. The City Council may refer the matter to the Planning and Land Development Regulation Board for an advisory opinion and review, or to a special master or hearing officer for findings of fact relative to the matter, or may make both such referrals.

B. At the hearing or hearings to which the matter has been referred, the applicant shall present all of the evidence in support of the application. The technical rules of evidence in judicial proceedings shall not be applicable, but all testimony given shall be under oath. The applicant shall have the burden of proof.

C. After making a final determination of vested rights status, the City Council shall provide the applicant with a written order setting forth the determination of vested rights status. If the City Council determines that vested rights exist and that development may proceed, the applicant shall have the right to rely upon such written notification that the real property is vested, and the determination that the real property is vested shall be final and not subject to appeal, revocation, or modification. Thereupon, permits may be granted consistent with that decision.

D. The City Council's decision to deny vested rights status shall be final, subject to appeal in accordance with state law.

(Ord. No. 2009-26, §§ 4, 5, 12-15-09)

Sec. 2.16. - Appeals.

2.16.01. *Appeal of administrative decision of the land use administrator.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this LDC may appeal such decision to the Planning and Land Development Regulation Board. The appeal shall be initiated within 15 calendar days of the rendering of the administrative decision by filing an appeal with the Land Use Administrator. Failure to file an appeal within the timeframe specified and exhaust all administrative remedies provided for in this LDC shall constitute a waiver of all rights to appeal the determination by the Land Use Administrator.

A. *Submittal.* A request for a hearing before the Planning and Land Development Regulation Board for an appeal of any determination made by the Land Use Administrator with regard to the administration of the uses and development regulations of this LDC shall be made as follows:

1. A completed appeal form and related fee shall be filed with the Land Use Administrator. Such application shall state the grounds for review of the decision. Any additional grounds may not be stated at the appeal hearing.

2. The appeal form shall be accompanied by such other materials and drawings as needed by the Planning and Land Development Regulation Board to clearly understand the substance of the appeal.

B. *Review procedures.* The application shall be submitted to the Planning and Land Development Regulation Board, which shall review the application and either grant or deny the request in accordance with the following:

1. In exercising the powers granted, the Planning and Land Development Regulation Board may, in conformity with the provisions of this LDC, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determinations of the Land Use Administrator.

2. Any petition for a hearing before the Planning and Land Development Regulation Board may be withdrawn prior to action thereon by the Planning and Land Development Regulation Board at the discretion of the applicant upon written

notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

3. When considering an appeal all of the following factors, at a minimum, shall be evaluated:
    a. Whether the action requested in the appeal is consistent with the Comprehensive Plan; and
    b. Whether the action requested in the appeal complies with all relevant and appropriate portions of this LDC; and
    c. Whether there was an error of fact or law in the decision of the Land Use Administrator.
4. At the conclusion of the appeal hearing, the Planning and Land Development Regulation Board shall issue a final decision on the appeal.

2.16.02. *Appeal of planning and land development regulation board decision.*

A. *Public notice requirements.* Notification shall be in accordance with Section 2.05, if applicable.

B. *Submittal.* Within 30 calendar days of the rendering of a decision by the Planning and Land Development Regulation Board, an appeal may be filed with the City Clerk by the owner, an abutting property owner, or the Land Use Administrator. An application together with a fee as established by resolution shall be required.

C. *Review procedures.* The application shall be forwarded to the City Council and, if applicable, after due public notice, for a public hearing to consider the application. The public hearing shall be a de novo hearing and shall be conducted in accordance with the following:

1. Hearing steps.
    a. Preliminary matters.
        (1) The Mayor shall read the case title.
        (2) Disclosure by City Council members of ex parte communications, if any.
        (3) Swearing in of appellant, City staff, and all witnesses collectively. The swearing in of witnesses may be left to the discretion of the Mayor with the concurrence of the appellant.
    b. City staff's presentation.
        (1) City staff's opening statement.
        (2) Calling of witnesses and presentation of evidence by City staff.
        (3) Cross-examination after each witness, if so elected.
    c. Appellant's opening statement.
        (1) Calling of witnesses and presentation of evidence by appellant.
        (2) Cross-examination after each witness, if so elected.
    d. Public input. Testimony and presentation of evidence by the public with alternating speakers in support of and in opposition to the appeal and cross-examination after each witness, if so elected.
    e. Closing argument by appellant.

f. Closing argument by City staff.

g. Rebuttal argument by appellant, if so elected.

h. Discussion by City Council of the evidence presented as it applies to the requirements of the City of Palm Coast Code of Ordinances and applicable law.

i. After deliberation, a motion should be made which would presumably either:

AFFIRM THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to affirm the Planning and Land Development Regulation Board's action: (list factors)"; or

REVERSE THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to reverse the Planning and Land Development Regulation Board's action: (list factors)."

2. In the event the applicant is the appellant, the applicant, or City staff as determined by the Land Use Administrator, shall send a letter to the property owners abutting subject property advising them of the date and time of the meeting.

3. In the event that an abutting property owner is the appellant, this person will act as spokesperson or appoint a representative. In this case, a special letter will be sent to the applicant stating that an appeal has been filed and that they or their representative will be called upon to act as an opposition spokesperson.

4. In accordance with Subsection 2.05.01.I, the rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

5. Unless the order specifically states it is an order without prejudice, it is rendered with prejudice.

D. *Rehearing.*

1. If it is alleged that the Planning and Land Development Regulation Board or City Council, as the case may be, has overlooked or misapprehended some facts or points of law, a rehearing of any decision of the Planning and Land Development Regulation Board or City Council may be granted by the Planning and Land Development Regulation Board or City Council either on the motion of any member voting on the prevailing side, or on the motion of any person aggrieved by its decision. That motion shall be in writing, shall be filed with the Land Use Administrator within ten working days after rendition of the decision, and shall state its grounds.

2. If the Planning and Land Development Regulation Board or City Council decide to grant a rehearing, the movant shall notify by certified mail or hand delivery upon the City Clerk and all abutting property owners previously notified of the hearing, together with a notice stating the date, time, and place it will be orally presented to the Planning and Land Development Regulation Board or City Council.

3. The Planning and Land Development Regulation Board or City Council shall not rehear applications based upon the same facts or issues, but rather on new

evidence not heard before or new law.

(Ord. No. 2009-26, §§ 6—9, 12-15-09)

Sec. 2.17. - Lot Binding, Unbinding, and Vacation of Easements.

2.17.01. *Short title/legislative findings and intent.* This section shall be known and may be cited as the "Palm Coast Lot Binding and Unbinding and Vacation of Easements Ordinance."

2.17.02. *Binding of lots.* A common owner of two or more adjoining subdivided lots or portions of subdivided lots may make application to the City for approval of the lots being bound for development purposes. No more than four lots may be bound together by the process set forth in this section. Lot binding, as set forth in this section, may be permitted solely ~~be~~ for purposes of compliance with the land development regulations of the City as set forth in the City's Land Development Code.

2.17.03. *Application process.*

A. The owner of adjoining lots shall present a proposed lot binding agreement or an agreement that provides for the unbinding of lots which contains a full and complete legal description of all subdivision lots proposed to be bound together or unbound from one another to the City Manager or designee.

B. Each lot binding agreement shall provide, at a minimum, the following:

1. That the real property described shall be retained in and shall remain as a single, integral parcel, and shall not be sold or otherwise disposed of, or encumbered, in lesser constituent parcels.

2. That the agreement shall be binding upon all successors, heirs, executors, administrators or assigns of the owner and shall be a covenant running with the land.

C. Agreements unbinding lots shall be in a form approved by the City Manager after consultation with the City Attorney. Applications to unbind lots shall not create a nonconformity in accordance with Section 1.10.

2.17.04. *Approval authority.* The City Manager or designee, upon submittal of all appropriate information in accordance with the provisions of this section and upon making a finding that there are no easements that require vacation may approve the binding and unbinding of lots in accordance with this section; or if the City Manager or designee may determine that City easements required to be released, abandoned or vacated can be released abandoned or vacated in accordance with the provisions of Subsection 2.17.05. City Council shall approve the binding or unbinding of three or more lots.

2.17.05. *Effect of existence of easements.*

A. If private or public easements require release, vacation or abandonment at the time that the proposed binding lot agreement is approved, the owner shall present all documents needed to accomplish the release, vacation and abandonment. Documentation that any private easements have been released or relocated shall be provided to the City Manager or designee.

B. The City Manager or designee is hereby delegated the authority to release, vacate and abandon any public easements along any common lot line if it is determined that the City no longer needs the public easement and that any then current users of the public easement have no objection to the action or if a conditional action can facilitate the use of any required public easement. Said public easements may only be released, in accordance with this section if it is found that the lot owner has made an application for a building permit to construct a structure upon the easement.

C. The City Manager or designee may require the granting of easements or the imposition

of other conditions as may be necessary prior to the approval of the binding or unbinding of lots.

2.17.06. *Fees.* The City Council may establish application fees from time-to-time relating to the provisions of this section by adoption of a resolution that may be part of a general City fee resolution relating to diverse actions and activities of the City.

2.17.07. *Recording of agreements.*

A. Each approved lot binding or unbinding agreement together with the action releasing, vacating, abandoning, or granting any easement(s) shall be recorded in the Official Records of Flagler County (land records) at the expense of the owner.

B. After recordation, copies of the recorded lot binding or unbinding agreement and action relative to the easement(s) shall be provided by the owner to the City Manager or designee at the cost of the owner for recordation in the City's records. No such action shall take effect until recorded in the City's records.

(Ord. No. 2004-10, §§ 1—7, 5-4-04)

Editor's note— Inasmuch as Ord. No. 2004-10 was inadvertently omitted during the original codification of the Land Development Code, and at the discretion of the editor, the provisions of said ordinance have been designated as Section 2.17.

Chapter 3 - ZONING, USES, AND DIMENSIONAL STANDARDS

Sec. 3.01. - In General.

3.01.01. *Establishment of zoning districts.* The City of Palm Coast, Florida is hereby divided into the following zoning districts. Each zoning district allows a set of uses that are consistent with its purpose and also a set of land development regulations designed to achieve the purpose of the district.

A. AGR—Agriculture District

B. EST-1; EST-2—Rural and Suburban Estate Districts

C. SFR-1; SFR-2; SFR-3; SFR-4; SFR-5—Single-Family Residential Districts

D. DPX—Duplex Residential District

E. MFR-1; MFR-2—Multifamily Residential Districts

F. MHD—Mobile Home District

G. MPD—Master Planned Development District

H. COM-1; COM-2; COM-3—Commercial Districts

I. OFC-1; OFC-2—Office Districts

J. IND-1; IND-2—Industrial Districts

K. PSP—Public/Semipublic District

L. P&G—Parks and Greenways District

M. PRS—Preservation District

3.01.02. *Official zoning map.*

A. *Zoning district boundaries.* The boundaries of the zoning districts are hereby established and shall be delineated on the Official Zoning Map for the City. The Map shall be kept on file in the offices of the City Clerk and shall be the official record of the zoning designation of properties within the City.

B. *Establishment of the Master Planned Development (MPD) zoning district.* This chapter establishes the Master Planned Development (MPD) zoning district to replace the following mixed use zoning districts: Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD) and Planned Rural Development (PRD). These former mixed use zoning districts are now referenced in this Code as "former VGC-1," "former VGC-2," "former GCC," "former PUD," and "former PRD," and will remain on the Official Zoning Map; however, these districts are depicted by a hatch pattern that identifies them as "former" zoning districts. The map legend shall state that these hatched pattern zoning districts were designated prior to the adoption of the current Official Zoning Map, in effect as of November 16, 2008, and that after this date no parcels of land may be rezoned to any of the zoning districts designated as "former."

3.01.03. *Adoption, identification, and amendments.* The following shall apply to adoption and amendments to the Official Zoning Map:

A. The City of Palm Coast Official Zoning Map shall be adopted by ordinance of the City Council after considering the recommendations of the Planning and Land Development Regulation Board.

B. If, in accordance with the provisions of this LDC and F.S. ch. 163 , changes are made in district boundaries or other matter portrayed on the City of Palm Coast Official Zoning Map, such changes shall be entered on the Official Zoning Map after enactment of the amending ordinance.

C. Change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this LDC or in F.S. ch. 163 . Any unauthorized change shall be null and void and have no force or effect.

D. Regardless of the existence of purported copies of the Official Zoning Map that may from time-to-time be made or published, the Official Zoning Map shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the City.

E. Unless a prior Official Zoning Map has been lost or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment, in the office of the City Clerk.

3.01.04. *Future land use map—Zoning district compatibility.* All development in the City shall be consistent with the Comprehensive Plan and the Future Land Use Map (FLUM). Each future land use category contains a set of zoning districts that may be permitted within its boundaries. No property shall be rezoned unless it is to a district that is compatible with the future land use designation of the site. The following table correlates individual zoning districts with the compatible future land use categories.

Table 3-1: Future Land Use Map/Zoning District Compatibility

FLUM Land Use Category	Zoning Districts Permitted
Low-Density Residential	SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, and MPD
Residential	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, PSP, P&G, PRS, and MPD
Institutional	OFC-1, MPD, PSP, P&G, and PRS
Mixed Use	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, PSP, P&G, PRS, and MPD
Industrial	OFC-1, COM-2, COM-3, IND-1, IND-2, MPD, PSP, P&G, and PRS
Greenbelt	EST-1, EST-2, AGR, P&G, PSP, PRS, and MPD
Conservation	PRS
Development of Regional Impact	As approved by the Development of Regional Impact.
Master Planned Mixed Use	MPD

3.01.05. *Rules for interpretation of district boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the City of Palm Coast Official Zoning Map, the following rules shall apply and shall be implemented by the Land Use Administrator:

A. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

B. Boundaries indicated as approximately following platted lot lines or parcel lines shall be construed as following such lot lines or parcel lines.

C. Boundaries indicated as approximately following City Limits shall be construed as following the City Limits.

D. Boundaries indicated as following railroad lines shall be construed to be midway between the rails of the main line.

E. Boundaries indicated as following shorelines shall be construed to follow the mean high water line, and in the event of change in the shoreline shall be construed as moving with the line.

F. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

G. Boundaries indicated as parallel to or extensions of features indicated above shall be so construed.

H. Where physical features such as streets, railroad lines, rivers, streams and such, existing on the ground are at variance with those shown on the City of Palm Coast Official Zoning Map, or in other circumstances not covered above, the Land Use Administrator shall make a written interpretation of the district boundaries.

I. The Land Use Administrator may require that a professional survey be submitted prior to making a boundary determination.

3.01.06. *Uses not permitted in the city.* The following uses may be permitted by a super majority vote of the City Council subsequent to an affirmative or negative recommendation by the Planning and Land Development Regulation Board. This is due to their potential incompatibility with current development trends in the City, their potential deleterious effects upon the public health, safety, and welfare, and the potential likelihood that they will create nuisances and significant adverse impacts upon adjacent land uses. The list is not all-inclusive and other uses found by the Land Use Administrator to be similar in nature and character to the listed uses shall also require approval by the City Council in the aforementioned manner.

Asphalt Manufacturing Plants

Animal Feed Lots and Livestock Operations

Bottle Clubs

Bulk Fuel Depot or Oil Refineries

Data Centers

Deep Well Injection of Waste Products

Dog Farms

Hog and Poultry Farms

Incinerator Plants

Junkyards, Salvage Yards

Motor Vehicle Race Tracks

Paper and Pulp Mills

3.01.07. *Uses not listed in this chapter.* The listing of permitted principal uses, special exception uses, accessory uses and limited uses in a zoning district is not meant to be all-inclusive, nor is the list of uses that are not permitted intended to be all inclusive. Uses not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the zoning district. The North American Industry Classification System manual, as amended, shall serve as a general guideline in making this determination. Based on the determination, the proposed use shall be classified in the same manner as those similar uses listed in terms of it being permitted as a principal, special exception, accessory, or limited use. The Land Use Administrator may also determine that other uses are not permitted on the basis that they are not similar in nature or character to the other uses listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

(Ord. No. 2016-4 , § 2, 3-15-16)

Sec. 3.02. - Residential Zoning Districts.

3.02.01. *Purpose of districts.*

A. *Agriculture Zoning District (AGR).* The purpose of the Agriculture District is to provide areas for limited agricultural, farming, and silviculture uses. The development of detached single-family dwellings and accessory uses, including home occupations common to rural areas, is also permissible.

B. *Suburban and Rural Estate Zoning Districts (EST-1 and EST-2).* The purpose of the Estate Districts is to provide areas for detached single-family dwellings and accessory uses on estate-sized lots to create very low-density neighborhoods in suburban and rural areas.

C. *Single-Family Residential Zoning Districts (SFR-1, SFR-2, SFR-3, SFR-4, and SFR-5).* The purpose of the Single-Family Residential Districts is to provide areas for detached single-family dwellings and accessory uses in low to medium density residential neighborhoods.

D. *Duplex (DPX).* The purpose of the Duplex District is to provide areas for two-family residential structures, combined with single-family and attached homes, in medium-density residential neighborhoods.

E. *Multifamily Residential Zoning Districts (MFR-1 and MFR-2).* The purpose of the Multifamily Residential Districts is to provide areas for attached housing, and medium to high-density apartments or condominiums. These districts also provide opportunities for assisted living or nursing homes and townhouse development.

F. *Mobile Home Zoning District (MHD).* The purpose of the Mobile Home District is to provide areas for detached mobile or manufactured home dwellings in low to medium density manufactured/mobile home parks or master planned residential subdivisions.

3.02.02. *Residential Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-2. Residential Zoning Districts—Use Table

USES	SFR-1	SFR-2	SFR-3	SFR 4 & 5	EST-1	EST-2	AGR	DPX	MFR 1 & 2	MHD	MPD [1]
RESIDENTIAL											
Adult Family Care Home	P	P	P	P	P	P	P	-	-	-	P
Assisted Living Facilities	-	-	-	-	-	-	-	-	P	-	P
Boarding and Rooming Houses	-	-	-	-	-	-	-	-	S	-	P
Cluster Development **(L)**	P	P	P	P	P	P	-	P	-	-	P
*Community Residential Homes (1-6 persons) **(L)** [2]	P	P	P	P	P	P	P	P	P	P	P
*Community Residential Homes (7-14 persons) **(L)** [2]	-	-	-	-	-	-	-	-	P	-	P
Duplex **(L)**	-	-	-	-	-	-	-	P	-	-	P
Family Child Day Care Home, Small	P	P	P	P	P	P	P	-	-	-	P
Family Child Day Care Home, Large	-	-	-	-	S	S	P	-	S	-	P
Farm Worker/Labor Housing	-	-	-	-	-	S	P	-	-	-	-
Mobile Home Parks **(L)**	-	-	-	-	-	-	-	-	-	P	-
Mobile / Manufactured Home Subdivision **(L)**	-	-	-	-	-	-	-	-	-	P	-
Multifamily Dwellings **(L)**	-	-	-	-	-	-	-	-	P	-	P
Neotraditional Development **(L)**	P	P	P	P	-	-	-	-	P	-	P

Nursing Homes	-	-	-	-	-	-	-	-	P	-	P
Recovery Residence (1-10 persons) (L)	P	P	P	P	P	P	P	P	P	P	P
Recovery Residence (11-20 persons) (L)	-	-	-	-	-	-	-	-	S	-	P
Single-Family Detached Dwelling Units	P	P	P	P	P	P	P	P	-	-	P
Townhouses **(L)**	-	-	-	-	-	-	-	P	P	-	P
NONRESIDENTIAL											
Adult Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Agriculture, Silviculture, and Other **(L)**											
Agricultural Uses, bona fide uses (except feedlots)	-	-	-	-	-	S	P	-	-	-	-
Animal Husbandry	-	-	-	-	-	S	S	-	-	-	-
Aviaries	-	-	-	-	-	A	A	-	-	-	-
Crop Production	-	-	-	-	-	P	P	-	-	-	-
Equestrian Activities and Uses	-	-	-	-	-	P	P	-	-	-	P
Farm Animals (other than horses)	-	-	-	-	-	S	P	-	-	-	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	-	-	-	-	-	-	P	-	-	-	-
Horses	-	-	-	-	P	P	P	-	-	-	P

Silviculture	-	-	-	-	-	-	P		P	P	P
Sod Farms	-	-	-	-	-	-	P	-	-	-	-
Bed and Breakfast Inns	-	-	-	-	~~-~~S	~~-~~S	~~-~~S	-	S	-	~~S~~ P
Cemeteries **(L)**	-	-	-	-	-	S	P	-	-	-	P
Child Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
~~Home Occupations Class 1~~Home Based Businesses **(L)**	A	A	A	A	A	A	A	A	A	A	A
~~Home Occupations Class 2 **(L)**~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~
~~Home Occupations Class 3 **(L)**~~	~~-~~	~~-~~	~~-~~	~~-~~	~~SA~~	~~SA~~	~~A~~	~~-~~	~~-~~	~~-~~	~~A~~
Kennels and Pet Boarding[3]	-	-	-	-	-	-	P	-	-	-	P
Marina (Noncommercial) **(L)**	A	A	A	A	A	A	A	A	A	A	A
Marina (Commercial) **(L)**	S	S	S	S	S	S	S	S	S	S	P
Mining and Soil Extraction **(L)**	-	-	-	-	-	-	S	-	-	-	-
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	P
Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	P	P
RV Parks and Camps **(L)**	-	-	-	-	-	-	S	-	-	-	~~-~~P
Schools, Elementary and Secondary (public and private, including charter schools) **(L)**	P	P	P	P	P	P	~~-~~P	P	P	P	P
Short-term Vacation Rental[34]	P	P	P	P	P	P	P	P	P	P	P
Veterinary Clinics and Services	-	-	-	-	-	S	P	-	-	-	P

Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	P	-	-	-	-
Wireless Communication Facilities **(L)**	L	L	L	L	L	L	L	L	L	L	L

~~*This number is per the Florida Building Code, which may be amended from time to time for compliance with the Florida Building Code.~~

Footnotes for Table 3-2:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] Community Residential Homes are regulated by Florida Statute 419.001. Large Community Residential Homes having a number of residents between 7-14 are also subject to proximity regulations within the statute. Community Residential Homes due to the occupancy number of beds may have additional requirements under Florida Building Code comparatively to Single-Family Residential homes.

[3] Only on residential lots of 2.5 acres or greater.

~~[3]~~[4] Short-term Vacation Rentals are subject to the requirements of Chapter 17, Article V of the Code of Ordinances.

3.02.03. *Residential Districts—Dimensional Standards.* Section 3.03 and Section 3.04 establishes additional standards for selected residential districts. The following table contains the dimensional standards for the various uses allowed in each residential district:

Table 3-3: Residential Zoning Districts—Dimensional Standards

Standard	SFR-1	SFR-2	SFR-3	SFR-4	SFR-5	EST-1	EST-2	AGR	MHD	DPX	MFR-1	MFR-2
Minimum Lot Size	6,000 sq. ft.	7,500 sq. ft.	10,000 sq. ft.	12,000 sq. ft.	20,000 sq. ft.	1.0 acre [1]	2.5 acres [1]	5 acres [2]	4,000 sq. ft	9,000 sq. ft. [3]	2,500 sq. ft. [3]	2,500 sq. ft. [3]
Minimum Development Site Size	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 acre	N/A	3 acres [4]	4 acres [4]
Minimum Lot Width [5]	50'	60'	80'	80'	100'	100'	150'	200'	40'	30'/80 [6]	25'/100' [6]	25'/100' [6]
Maximum Density (units per acre) [7]	7.0	5.0	4.0	3.0	2.0	1.0	0.4	0.2	8.0	8.0	8.0	12.0
Minimum Living Area (square feet)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	600	800 [12]	650	650
Minimum Front Setback [8]	20'	20'	25'	25'	25'	25'	25'	50'	10'	25'	25'	25'

Minimum Rear Setback [8]	10'	6.5'	10'	15'	20'	25'	25'	50'	10'	10'	20'	20'
Minimum Rear Street Setback [8]	15'	15'	15'	15'	15'	20'	25'	25'	10'	15'	25'	25'
Minimum Interior Side Setback [8]	5' [9]	7.5'	7.5'	7.5'	10'	10'	15'	25'	5'	7.5' [9]	10' [9]	10' [9]
Minimum Street Side Setback [8]	15'	15'	20'	20'	20'	20'	25'	25'	10'	20'	20'	20'
Maximum Impervious Surface Ratio (ISR) [10]	0.75	0.75	0.70	0.70	0.50	0.50	0.50	0.25	0.70	0.70	0.70	0.70
Maximum Building Height [11]	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	50'	60'

Table 3-3 Footnotes:

[1] Residential lots in the EST-1 and EST-2 Districts shall have a contiguous upland area of at least 12,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[2] Residential lots in the AGR District shall have a contiguous upland area of at least 20,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[3] Minimum lot size 4,000 sq. ft. per lot for a legally divided duplex lot. Minimum lot size is shown for a townhouse lot in the MFR Districts.

[4] Minimum size for a manufactured/mobile home park in the MHD District and for multifamily development sites in the MFR-1 and MFR-2 Districts.

[5] Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet.

[6] Twenty-five-foot minimum lot width for townhouse lots; 100-foot minimum lot width for multifamily development sites. Thirty-foot minimum lot width per lot for a legally divided duplex lot. Eighty-foot minimum lot width for a detached single-family dwelling on a lot in the DPX District.

[7] See Section 3.05 regarding density calculation methodology.

[8] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds.

[9] The minimum interior side yard setback for townhouses shall be zero feet. Detached single-family dwellings in the existing subdivisions that were zoned for detached single-family dwellings in the former TWN District shall be zero feet on one side and a minimum distance of 15 feet between each dwelling unit.

[10] See Section 3.05 for ISR calculation methodology.

[11] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone.

[12] The minimum living area requirement noted is per unit for a duplex. A single-family dwelling on a duplex lot must meet a minimum requirement of 1,200 square feet for living area.

(Ord. No. 2009-26, § 10, 12-15-09; Ord. No. 2015-9 , § 3, 8-4-15; Ord. No. 2018-02 , § 3, 2-6-18)

Sec. 3.03. - Nonresidential and Mixed Use Zoning Districts.

3.03.01. *Purpose of districts.*

A. *Neighborhood, General, and High Intensity Commercial Zoning Districts (COM-1, COM-2, and COM-3)*

1. The purpose of the COM-1 (Neighborhood Commercial) District is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet the day-to-day retail and service needs of nearby residents.
2. The purpose of the COM-2 (General Commercial) District is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities.
3. The purpose of the COM-3 (High Intensity Commercial) District is to provide areas for the most intensive commercial uses including, but not limited to, those that focus on automobile sales and service, outdoor storage, and heavy traffic.

B. *Limited and General Office Zoning Districts (OFC-1 and OFC-2).*

1. The purpose of the OFC-1 (Limited Office) District is to provide areas for limited office development. This district is primarily intended to provide office support to larger institutional uses, such as medical offices surrounding hospitals. This district also allows for limited service and retail uses to meet the needs of office workers.
2. The purpose of the OFC-2 (General Office) District is to provide areas for various types of office uses, such as office parks, corporations, and other business and employment centers. This district also permits limited service and retail uses to meet the needs of office workers.

C. *Master Planned Development Zoning District (MPD).* The purpose of the Master Planned Development District is to provide areas where a variety of uses are mixed together in master planned developments and communities. This district utilizes cohesive architectural themes and emphasizes accessibility for pedestrians and bicyclists. Regulations for this district are intended to promote flexibility and creative land use planning and design concepts. The Master Planned Development District replaces the Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD), and Planned Rural Development (PRD) zoning districts. Projects developed or approved within these former districts are bound to their respective Development Agreements and the uses that were formerly allowed in those districts; however, substantial revisions to a Development Agreement, as described in Subsection 2.09.07, will require an application under the terms and procedures of the Master Planned Development District and/or a rezoning. Subsection 3.03.04 establishes the development standards for the Master Planned Development District.

D. *Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).*

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential

for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

E. *Public/Semipublic Zoning District (PSP).* The purpose of the Public/Semipublic District is to provide areas for government owned facilities, religious institutions, civic buildings, community club facilities, educational/vocational facilities, nonprofit organization facilities, and essential public services including, but not limited to, transit facilities, water and sewer utility plants and related facilities, and electrical power substations.

F. *Parks and Greenways Zoning District (P&G).* The purpose of the Parks and Greenways District is to provide areas for various parks including active recreational facilities as well as passive open spaces that provide for recreational opportunities. This district also includes areas for historical sites, outdoor museums, golf courses, driving ranges, and associated facilities.

G. *Preservation (PRS).* The purpose of the Preservation District is to provide for the protection of valuable and unique natural resource areas. This district allows minimal development for the purpose of providing public accessibility and basic facilities only.

3.03.02. *Nonresidential and Mixed Use Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-4. Nonresidential and Mixed Use Zoning Districts—Use Table

Specific Use Type	**COM-1**	**COM-2**	**COM-3**	**OFC-1**	**OFC-2**	**IND-1**	**IND-2**	**PSP**	**P & G**	**PRS**	**MPD**[1]
Civic, Nonprofit and Institutional											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	P
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P
Hospice Services	S	P	P	S	P	-	-	P	-	-	P

Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P
Eating, Drinking and Entertainment											
Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microbreweries, Micro Distilleries (L)	-	S	P	-	-	P	-	-	-	-	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens (L)	A	PA	PA	-	-	PA	-	A	A	-	PA
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P

Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
Educational Facilities											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P
Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P
Industrial Uses (L)											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	–P
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	–P
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-
Laboratories											
Medical and Diagnostic Laboratories	S	P	P	P	P	P	-	-	-	-	P
Dental Labs	P	P	P	P	P	-	-	-	-	-	P
Multiuse Building (L)	P	P	S	P	P	-	-	-	-	-	P
Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P

Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
Pharmacies [2]	-	P	P	P	P	-	-	-	-	-	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P
Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P
Recreation and Tourism											
Bed and Breakfast Inns	P	P	P	-	-	-	-	-	-	-	P
Electronic Game Promotion Establishments	-	S	P	-	-	-	-	-	-	-	P
Golf Courses, Driving Ranges, and Country Clubs	-	-	-	-	-	-	-	-	P	-	P
Hotels	-	P	P	P	P	-	-	-	-	-	P
Marinas (Commercial) (L)	P	P	P	P	P	P	P	P	S	-	P
Motels	-	P	P	-	-	-	-	-	-	-	P
Public Parks and Recreation Facilities	P	S	S	S	S	S	S	P	-	P	P
Recreation, Indoor	P	P	P	-	-	-	-	-	-	-	P
Recreation, Outdoor	-	S	P	-	-	-	-	P	P	S	P

RV Parks and Camps (L)	-	-	-	-	-	-	-	-	P	-	~~-~~P
Shooting and Target Ranges (indoor)	-	-	S	-	-	P	-	-	-	-	~~-~~P
Stadiums and Athletic/Sports Arenas	-	-	P	-	-	-	-	P	-	-	P
Residential											
Assisted Living Facilities, Nursing Homes	P	P	P	P	P	-	-	P	-	-	P
Caretaker's Dwellings	-	S	S	-	S	S	S	S	S	S	P
Community Residential Homes (7 to 14 residents)	-	-	-	-	-	-	-	-	-	-	P
On-site dwelling units for agents or employees of principal use.	-	-	-	-	S	-	-	S	S	S	P
Dormitories	S	S	S	-	-	-	-	S	-	-	P
Live Local Mixed-Use Residential ~~Developments~~[4]Developments[3]	P	P	P	P	P	P	P	P	-	-	P
Retail Sales and Services											
Art Dealers	-	P	P	P	P	-	-	-	-	-	P
Automotive Parts (e.g. accessories and tires)	-	S	P	-	-	P	-	-	-	-	P
Building Material Stores (paint, hardware)	P	P	P	-	-	P	-	-	-	-	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P	P	P	S	P	-	-	-	-	-	P

Retail (L)	P	P	P	-	-	-	-	-	-	-	P
Florists	P	P	P	P	P	-	-	-	-	-	P
Food and Beverage Stores (supermarkets and specialty foods)	P	P	P	P	P	-	-	-	-	-	P
Furniture and Home Furnishings Stores	P	P	P	-	P	P	-	-	-	-	P
Home Improvement Centers	-	P	P	-	-	P	-	-	-	-	P
Large-Scale Retail Centers (L)	-	P	P	-	-	-	-	-	-	-	P
Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Small Box Discount Stores ~~3~~ 4	-	P	P	-	-	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
Service, Business											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
Service, Personal											

Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P
Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	~~S~~ P	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
Service, Major											
Data Centers[5]	-	-	-	-	-	-	-	-	-	-	-
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	~~-~~P
Kennels and Animal Boarding[6]	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	~~-~~P
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	~~-~~P
Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	~~-~~P
Truck Stops	-	-	S	-	-	P	P	-	-	-	~~-~~P
Training Facilities											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	~~-~~P

Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	~~-~~P
Utilities and Public Works											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-
Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
L~~-~~P Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	~~-~~P
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	~~S~~ P	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	~~-~~P
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	~~-~~P
Passenger Transit or Rail Stations	P	P	P	P	P	~~S~~ P	P	P	-	-	P
Vertiports for VTOL and eVTOL aircraft[57]	-	P	P	-	P	P	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	~~-~~P
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	~~-~~P
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	L	L	L	L	L	L	L	L	L	L	L

Vehicle Sales, Rental, Service, and Repair											
Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P
Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P [3]	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Quick Lubrication or Tire Replacement Shop	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P
Warehousing											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (~~>~~≥50,000 sq ft)	-	-	S	-	-	~~S~~ P	P	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	~~S~~ P	-	-	-	P

Footnotes for Table 3-4:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. F.S. § 381.986 .

[4~~-~~3] New developments pursuant to the Live Local Act shall be authorized in accordance with Section ~~34~~.~~06~~23, until the sunset of the Live Local Act on October 1, 2033, or as amended. Live Local Act developments shall be considered conforming after the sunset of the Act, as long as they maintain their affordability compliance as outlined in Section ~~34~~.~~06~~23.

[34] If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07 Special Exceptions.

[65] Data Centers require a super-majority vote of the City Council pursuant to Section 3.01.06. In the event that the City Council approves a Data Center, it shall require a closed-loop cooling system, be limited to a zoning district of IND-1 or IND-2, and subject to meeting the Industrial Use Performance Standards of Section 4.14.02.

[6] In Mixed Use MPDs permitted in residential lots only if lot/parcel is 2.5 acres.

[7] Vertical Takeoff and Landing (VTOL) and Electronic Vertical Takeoff and Landing (eVTOL) aircraft takeoff and landing sites are known as vertiports. The locational siting and design of vertiports are subject to meeting requirements established by FDOT and the FAA, as amended. The operations for said aircraft shall meet any adopted FDOT or FAA regulations, as amended.

3.03.03. *Nonresidential and Mixed Use Districts—Dimensional Standards.* The following table contains the dimensional standards for the various uses allowed in each nonresidential and mixed use district. The following subsections contain additional standards for the various nonresidential mixed use districts.

Table 3-5. Nonresidential and Mixed Use Zoning Districts—Dimensional Standards

Zoning District Standard	COM-1	COM-2	COM-3	OFC-1	OFC-2	PSP	IND-1	IND-2	P&G	PRS	MPD
Minimum Lot Size	20,000 sq. ft.	20,000 sq. ft.	30,000 sq. ft.	15,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	1 acre	N/A	N/A	N/A
Minimum Lot Width [1]	100'	100'	100'	100'	100'	100'	100'	150'	N/A	N/A	N/A
Maximum Impervious Surface Ratio (ISR)	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.65	0.20	0.05	N/A [2]
Maximum Floor Area Ratio (FAR)	0.30 [3]	0.40	0.50	0.40	0.40	0.30	0.35	0.~~45~~ 35	0.10	N/A	~~NA~~ 0.55
Maximum Building Height [4]	50'	100'	75'	75'	100'	100'	65'	65'	35'	35'	100'

Interior Side and Rear Setbacks [5]	10'	10' [6]	10' [6]	10'	10'	10'	10'	15'	5'	5'	N/A
Minimum Building Setbacks from Streets:											
Arterial/Collector Road [7]	25'	25'	25'	25'	25'	25'	25'	35'	35'	35'	N/A
Local Road	20'	20'	20'	20'	20'	20'	25'	35'	10'	10'	N/A

Footnotes for Table 3-5:

[1] In no event shall the lot frontage on a street or access easement be less than 20 feet.

[2] See Subsection 3.03.04 for open space requirements.

[3] The gross floor area of a neighborhood shopping center shall not exceed 50,000 square feet.

[4] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone. Additional height is permitted for appurtenances in the IND-2 District, as required by federal and state regulatory agencies. See Chapter 13 for additional restrictions on building height that may be applicable.

[5] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds. Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet. Minimum setback requirement is 25 feet when abutting the SFR, DPX, EST, AGR, PRS, and P&G Districts.

[6] A zero-foot interior side setback is permitted for a large-scale retail center with an approved master plan.

[7] Building abutting any specific arterial or collector road listed in Table 11-5 of Chapter 11 require a 35-foot setback to accommodate the landscape buffer.

3.03.04. *Master Planned Development (MPD) Zoning District Development Standards.* Requesting a rezoning to the Master Planned Development District is a voluntary process commenced by an applicant proposing a master plan for a unique, individually planned development which would not otherwise be permitted in any of the zoning districts established by this chapter. An application for rezoning to a Master Planned Development District shall show that the planned development will produce a functional, enduring, and desirable environment, with no significant adverse impacts to adjacent properties.

A. *Purpose.* The purpose of the Master Planned Development District is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this subsection to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community. Approval of a Master Planned Development Agreement will be based on the finding that the submittal results in one or more of the following:

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or

2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

B. *Intent.* The intent of the Master Planned Development District is to:

1. Encourage efficient land development through the use of innovative land use planning.
2. Encourage a more compatible and harmonious development of contiguous lands.
3. Permit the combining and coordinating of architectural styles, building forms, and building relationships within a development.
4. Provide for the planning, review, and approval of one or a combination of residential, commercial, industrial, recreational, and public land uses and structures that results in an organized development.
5. Minimize infrastructure costs through a more efficient arrangement of structures, utilities, on-site circulation, ingress, and egress than is permitted under conventional zoning and subdivision regulations.
6. Preserve to the greatest extent feasible environmental assets and natural amenities such as scenic and functional open space areas.
7. Establish specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary for the protection of the public health, safety, or welfare, or for the protection or preservation of lands either internal or external to the planned development.

C. *General requirements.*

1. *Comprehensive plan consistency.* The master planned development shall be consistent with the Comprehensive Plan. A Master Planned Development District is allowed within all Comprehensive Plan Future Land Use Map categories.
2. *Other ordinances.* All building and housing codes of the City are applicable to the Master Planned Development District; however, requirements for dimensional standards, parking, open space, and other land use regulations established in the master planned development plan may differ from those specific to the zoning district in which the development is located to achieve a higher level of quality. Special exceptions and variances are, therefore, not applicable to master planned development plans.

D. *Permitted uses, densities, and intensities.* All principal and accessory uses permitted within the Master Planned Development District, as provided for in Tables 3-2 and 3-4, noting that these uses are not meant to be exclusive, uses not listed in this chapter pursuant to Section 3.01.07 may be requested. All uses requested within a Master Planned Development District are subject to approval by the City Council based on consistency with the Comprehensive Plan and compatibility with the surrounding areas. The maximum gross residential density or nonresidential intensity permitted within any proposed master planned development shall not exceed the density or intensity permitted within the Comprehensive Plan Future Land Use Map category where the particular master planned development is proposed.

E. *Development standards.* All development standards including, but not limited to, lot sizes, setbacks, lot coverage, building height, lighting, architecture, landscaping, recreation, and open space shall be specified in the Master Planned Development agreement.

F. *Compatibility standards.* In order to ensure compatibility of the master planned development the following shall apply whenever the proposed development abuts a single-family detached residentially zoned development:

1. Residential lot arrangement at the master planned development property line(s), including width, depth, and area shall be consistent with the average width, depth, and area of the abutting existing neighborhood with a variation of no more than 25 percent less than the average;
2. Residential and nonresidential building height adjacent to residential zoning districts shall comply with the requirements of Chapter 13.
3. Nonresidential delivery and loading areas, dumpsters, and mechanical equipment shall be located away from property lines abutting residential areas.
4. Development shall be generally consistent with the Architectural Design Regulations contained in Chapter 13.

G. *Perimeter buffer requirement.* Whenever a master planned development abuts existing developments with lower density or intensity land uses, the City Council may impose perimeter buffer requirements in excess of the minimum requirements established in Chapter 11 in order to protect the privacy of existing adjoining uses including, but not limited to:

1. Structures, buildings, and streets located at the perimeter of the development shall be permanently screened in a manner that sufficiently protects the privacy and amenities of the adjacent existing uses.
2. Increased setbacks from the perimeter line may be imposed to protect privacy of adjacent existing uses.

H. *Vehicular and pedestrian access and parking.* The master planned development shall be designed in a way that integrates pedestrian, bicycle, and vehicular traffic circulation systems into the surrounding community. The development shall provide for safe and convenient access to public uses, common areas, and other community services, facilities, and activities located both within the proposed development and beyond its boundaries.

1. All uses within the master planned development shall have access to a public street either directly or indirectly via a private approach road, pedestrian way, court, or other area dedicated by a common easement guaranteeing access. Permitted uses are not necessarily required to front on a dedicated road. The City shall be allowed access on privately owned roadways, easements, and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct City services and services of exclusive franchises, and to generally ensure the health and safety of the residents of the master planned development.
2. Vehicular access from individual lots or dwelling units onto arterial or collector streets within or adjacent to the development is discouraged.
3. Adequate parking and loading shall be provided in general conformance with regulations established in Chapter 5. However, the minimum number of parking spaces required may be modified, based on evidence that other standards would be more reasonable. A decision to reduce the number of parking spaces shall be based on technical information provided by a qualified consultant that verifies the reduction will not impair the functioning of the development or adjacent developments.

I. *Open space requirement.* A master planned development shall give priority to preservation and interconnection of wildlife corridors and wildlife preservation areas, including below grade crossings, if necessary. Open space should, to the maximum extent possible, preserve the most important environmental features on the site in their natural state or restrict these areas for passive outdoor recreational purposes only.

Master planned developments within a Development of Regional Impact are exempt from the open space requirements of this section, provided that the master planned development must comply and be consistent with the development of regional impact development order.

1. *Minimum required open space.* A master planned development shall be required to provide open space totaling 40 percent of its gross area. For a development with residential uses, at least 25 percent of the total required open space shall be common areas accessible to the public. Additional open space shall be, where possible, located and designed to achieve the following:
   a. Provide areas for informal recreation and pathways;
   b. Connect to adjacent open space, parks, bike paths, or pedestrian paths;
   c. Provide natural greenbelts along roadways; and
   d. Buffer adjacent land uses where appropriate.
2. *Open space requirement flexibility.* As an alternative to meeting the open space percentage noted above, an applicant may propose alternative solutions such as, but not limited to, green building principles, land donation, or other mechanisms that would justify the lower percentage.
3. *Permitted uses of open space.* For the purpose of this section, open space does not equate to pervious areas. Therefore, the following uses as permitted within the required open space area:
   a. Pervious areas including, but not limited to, conservation of natural, archeological, and historical resources; and woodlands, wetlands, ponds, lakes, wildlife corridors, landscape, and similar environmental or conservation-oriented areas.
   b. Walking or bicycling trails or paths paved with pervious or semipervious materials.
   c. Passive recreation areas such as playgrounds which meet the following standards:
      (1) Such areas do not exceed ten percent of the required open space; and
      (2) Such areas are located outside any conservation areas that include wetlands that qualify as moderate and optimal in Chapter 10.
   d. Easements for drainage and underground utility lines.
   e. Stormwater retention and detention ponds.
   f. Golf courses, disc golf, or similar open field based recreational areas.
4. *Prohibited uses of open space.*
   a. Roads and parking lots.
   b. Buildings, structures, and other impervious surfaces, except as necessary for residential walkways connecting to public sidewalks.
5. *Common open space and improvements.* All common open space, as well as public and recreation facilities shall be specifically included in the development plan and Master Planned Development Agreement.
   a. Common improvements associated with residential uses, including private or public parks, pools, recreation centers, or other facilities shall be constructed in conjunction with residential dwellings. Such facilities shall be completed at a rate equal to that which is capable of serving the number of completed residential units in the master planned development. Therefore, recreational facilities must be permitted and under construction prior to the issuance of the 25th permit ~~no more than 40 percent~~ of the units for which the improvements are intended. ~~shall receive building permits until the improvements are completed.~~

b. Public improvements must be backed by performance bonds issued to the City in a form and quantity acceptable to the Land Use Administrator. The Land Use Administrator must approve the bond prior to the issuance of the first residential permit.

c. Improvements may be completed in phases as long as the capacity of the improvement is capable of serving the associated phase of development.

6. *Conveyance and preservation of open space.* Open space shall be preserved in perpetuity based upon the type of space and the user, as follows:

a. Common open space, proposed for use of the master planned development owners and residents, shall be conveyed to a homeowners association or to a nonprofit organization whose principal purpose is the conservation of open space, to a corporation or trust owned or to be owned by the owners of the lots or dwelling units within the residential cluster development, or to owners of shares within a cooperative development. If such a corporation or trust is used, ownership shall pass with the conveyances of the lots or dwelling units. The conveyance shall be recommended to the City Council by the Planning and Land Development Regulation Board and shall be in a form approved by the City Attorney.

b. Open space associated with natural features including, but not limited to, wetlands and other environmentally sensitive areas shall be preserved in perpetuity via a conservation easement on a form approved by the City that shall be recorded with the Flagler County Clerk.

7. *Maintenance of common areas, stormwater conveyance system, and open space.* Homeowners or Property Owners Association Bylaws shall be required for a master planned development project and shall identify the party(ies) or person(s) responsible for maintaining the common areas, stormwater conveyance system, and open space, including multiuse trails open to the public.

J. *Existing golf course communities.* Existing golf courses communities located within the former Golf Course Community (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.

1. Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.

2. Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.

3. Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.

K. *Master planned development review and approval process.* The application for a master planned development and the rezoning, along with the required Master Planned Development Agreement, shall be submitted and approved in conformance with Chapter 2.

(Ord. No. 2009-26, §§ 11, 12, 12-15-09; Ord. No. 2012-3, § 2(Exh. 1), 5-1-12; Ord. No. 2015-08 , § 2, 7-21-15; Ord. No. 2015-9 , §§ 2, 4, 8-4-15; Ord. No. 2017-19 , § 3, 10-17-17; Ord. No. 2018-02 , § 4, 2-6-18; Ord. No. 2020-09 , § 2, 8-18-20)

Sec. 3.04. - Overlay Zones.

3.04.01. *Purpose and intent.* The intent of this section is to establish certain overlay zones within which special development restrictions are imposed. The land uses permitted within the underlying zoning districts remain undisturbed by the creation of the overlay zone.

3.04.02. *Wetland ~~overlay~~ Probability zone.*

A. *Purpose.* The purpose of the wetland ~~overlay~~ probability zone is to designate areas within the City containing significant wetland areas. The wetland probability zone is synonymous with the previous name wetland overlay zone.

B. *Delineation of wetland ~~overlay~~ probability zone boundaries.* The wetland ~~overlay~~ probability zone boundaries delineate areas in which aerial maps, the Future Land Use Map, or other sources of conceptual wetland mapping information indicate that the subject parcel or lot appears to meet at least one of the following conditions:

1. More than 50 percent of the land area within the parcel or lot contains wetlands as defined and protected under Chapter 10.
2. The parcel or lot contains wetlands that are part of a protected environmental or resource corridor or an integrated, non-isolated wetland system.
3. The location of the wetlands on the parcel or lot is situated in such a manner that the property's future development may be substantially restricted.

C. *Restrictions to future development within a wetland ~~overlay~~ probability zone.* Although the wetland ~~overlay~~ probability zone designation is an indication that a property's future development may be restricted due to the presence of wetlands, the designation itself does not entail any specific development regulations. Upon determination of the jurisdictional wetlands boundary by the St. Johns River Water Management District or other government designated entities and the application of Chapter 10, the parcel or lot is permitted to develop in accordance with the prescribed standards of its zoning district.

D. *Preserved wetland areas.* Preserved wetland areas may be used on a parcel or lot to meet setback requirements, to provide credit toward meeting landscape requirements, and to provide pervious area. Twenty-five percent of preserved wetland areas may count in the gross acreage used to calculate residential density in accordance with Section 3.05.

E. *Wetlands impacts.* The wetland ~~overlay~~ probability zone designation neither precludes impacts to wetlands nor does it provide justification for wetland impacts. Chapter 10 contains the City's regulations regarding wetland impacts.

3.04.03. *Gateway Overlay Zone.*

A. *Purpose.* The purpose of the gateway overlay zone is to establish provisions that enable development of a unique hub located within the City's State Road 100 Community Redevelopment Area. This shall be accomplished by implementation of land development criteria promoting redevelopment that provides consistent landscape and architectural standards compatible with the approved Town Center Development of Regional Impact. At the same time, the City recognizes that there are existing uses, both nonresidential and residential, within the gateway overlay zone that need to remain as viable properties during the interim period before redevelopment can occur. The gateway overlay zone is intended to:

1. Ensure the roadways develop into a cohesive, scenic gateway;
2. Provide uniform design standards to establish high quality development;
3. Prevent disjointed, disorganized development caused by unplanned and uncoordinated uses, buildings, and structures; and

4. Maintain and enhance property values.

B. *Description of district.* The boundary of the gateway overlay zone is delineated on the Official Zoning Map and is generally described as being bounded on the west by Bulldog Drive, on the north by the northerly property lines of the Midway Park First Addition Subdivision and southeasterly to the northern lot lines of Whispering Pines Subdivision; on the east by the east lot lines of Whispering Pines Subdivision; and on the south by the northerly right-of-way line of State Road 100.

C. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban environment. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone as well as the following guidelines, which are unique to this zone.

1. *Building design, layout, and orientation.*

a. Buildings shall be organized to create or strengthen view corridors to significant natural or man-made features.

b. Building siting and orientation shall create a healthier pedestrian environment designed within the existing urban framework and linked to outdoor spaces including parks, plazas, and walkways.

c. When two or more buildings are proposed on a single lot of record, the primary building shall be oriented to face the public right-of-way.

d. Buildings shall be oriented to maximize pedestrian access and views of significant natural or man-made features, even if there is a primary façade on the public right-of-way.

e. Building orientation and massing should relate to nearby buildings and to the urban context, with off-street parking areas located to the sides and rear of the site.

f. In order to provide a unified design with the main structure and enhance the visual impact of outparcels on a site, all exterior façades of the outparcel buildings shall be considered primary façades and shall employ architectural and landscape design treatments similar to or compatible with the primary building and anchor tenant.

g. Secondary building entrances shall be considered when parking is located to the rear of the building to provide direct service and customer access to the store from parking areas as well as improve circulation between the parking lots and the street. Architectural embellishments, awnings, landscaping, and directional signage shall be used to mark the secondary entrance, and the design and building materials of the rear of the building shall be consistent with the front facade.

h. Corporate building design that is typically read as signage or branding is discouraged.

2. *Vehicular and pedestrian access and parking.*

a. Vehicular connection between the buildings, including the main structures and outparcels, is required to provide for safe and convenient vehicular movement within the site.

b. Interconnection of pedestrian walkways with the main structure and adjacent outparcels is required. Pedestrian walkways that are incorporated into parking areas or roadways shall be distinguished as such through the use of different materials.

c. The site plan shall be integrated with adjacent parcels to provide a logical, safe, and harmonious system of roadways and interconnecting bike paths and sidewalks.

d. Parking areas shall be designed to avoid the appearance of a large expanse of pavement, and shall be conducive to safe pedestrian access and circulation.

e. Joint or shared parking and cross-access are encouraged to create physical and visual linkages and to create more developable areas for commercial, institutional, and amenity uses.

3. *Maintenance and service areas.*

a. All maintenance and service areas shall be located in the rear of the buildings or, if a rear location is not possible, such areas shall be screened from public view.

b. Efficient access shall be provided to service drops and maintenance or trash collection areas.

D. *Building design.*

1. Building height shall not exceed 45 feet.

2. Buildings shall have architectural features and patterns that provide visual interest from the perspective of pedestrians and motorists. Buildings shall include substantial variation in mass, such as articulation of vertical and horizontal planes, particularly in primary building facades.

3. Building facades shall be designed to avoid visual monotony. Landscaping may be employed to enhance the architectural features, but shall not be used in lieu of the following:

a. Facades shall not exceed 30 horizontal feet and ten vertical feet without incorporation of two of the following elements:

(1) A change in plane, such as an offset, reveal, or projecting rib. Such plane projections or recesses may include, but are not limited to, columns, planters, arches, and voids and shall be a minimum of 12 inches in depth, applied to at least 20 percent of the building length;

(2) Control and expansion joints constitute a blank wall, unless used in a decorative pattern with varied materials or textures and spaced a maximum of ten feet on center. Relief and reveal depth shall be a minimum of three-quarters of an inch;

(3) Architectural details, such as raised bands and cornices;

(4) Awnings; or

(5) Change in color and/or texture (banding alone does not constitute a change in color or texture).

b. Facades that extend for more than 100 feet in length shall incorporate, in addition to two of the above requirements, at least one of the following elements:

(1) A change in plane, such as an offset, reveal, or projection rib a minimum of 12 inches in depth, with a maximum spacing of 100 feet between features;

(2) Prominent public entrance defined by substantive architectural features; or

(3) Change in building material, such as split face block.

4. Facade treatments for primary and secondary facades shall include the following:

a. Primary facades shall have at least two of the following elements for at least 60 percent of the width of the facade:

(1) Public entrances;

(2) Arcades or other roof treatment such as shutters or secondary roofs to provide pedestrian shade and facade interest;

(3) Windows;

(4) Awnings, associated with windows or doors; or

(5) Foundation plantings adjacent to the building with a minimum width of five feet.

b. Secondary facades shall incorporate two of the following design elements for primary facades:

(1) The first floor of all buildings, including structured parking, shall be designed to encourage pedestrian-scale activity;

(2) Overhangs/awnings shall be no less than five feet deep to protect pedestrians from inclement weather;

(3) The highest point of a first floor awning on a multistory building shall not be higher than the midpoint between the top of the first story window and the second story windowsill;

(4) Accessory structures including, but not limited to, carwash buildings and gas station/convenience store canopies, shall have the same architectural detail, design elements, and roof design as the primary structure; or

(5) All additions, alterations, and accessory buildings shall be compatible with the principal structure in design and materials.

5. Fenestration details such as windows, awnings, covered arcades, sills, shutters, relieves, trims, pilasters, accent tiles, quoins, reveals, cornices, arches, and decorative vents shall be provided along a minimum of 60 percent of the façade length of the front elevation. If a side or rear elevation is contiguous to a public street or residential use, 40 percent of the elevation must have fenestration details.

6. Entrances.

a. Primary customer entrances shall face a public street. Buildings larger than 30,000 square feet located on corner lots shall provide customer entrances on both streets, or a corner entrance. Additional entrances are encouraged facing parking lots, plazas, lake fronts, and adjacent buildings. When a property is adjacent to multiple public streets, the street that carries the greatest volume of traffic is the preferred orientation for the main entrance.

b. A primary and a secondary entry feature design element listed below shall be provided at each customer entrance:

(1) *Primary.*

• Canopies, porte-cochere, or porticos.

• Wall recess or projection a minimum of 12 inches in depth.

• Covered arcades, a minimum of eight feet clear in width.

• Peaked roof forms.

• Arches, columns, or pilasters.

• Landscape planters a minimum width of five feet.

(2) *Secondary.*

• Overhangs, cornices, and eaves.

• Decorative moldings or trims around windows and doors.

• Covered public outdoor patio or plaza incorporated with entry area which is not part of a tenant space.

• Special pavers, bricks, decorative concrete, or similar marked pavement treatment.

• Architectural details, such as tile work or moldings.

• Landscape planters a minimum width of five feet.

7. *Roofs.*

a. Buildings shall have a recognizable top consisting of but not limited to: cornice treatments, roof overhangs with brackets, steeped parapets, and richly textured materials. Color bands, typically used for advertising, are prohibited.

b. A primary roof is the portion of the roof that covers the main area of the building. A secondary roof is the portion of the roof covering smaller extensions of the structure. A primary and a secondary roof design element, selected from those listed below, shall be incorporated into the design:

(1) *Primary.*

• Articulated parapet—The highest point of the parapet shall not at any point exceed 15 percent of the height of the supporting wall.

• Pitched roof with minimum 12 inches overhanging eaves.

• Three or more roof plane breaks or slopes per facade elevation.

• Any combination of the above.

(2) *Secondary.*

• Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams.

• Three-dimensional cornices with decorative moldings.

• Pediments, porticos, architectural features at entryways, or decorative towers.

E. *Pedestrian amenities.*

1. Where development abuts a collector or arterial road, walkways a minimum of five feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. Where development abuts a local road, walkways a minimum of four feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. All such walkways shall include the following:

a. One native canopy tree for each 30 linear feet with a maximum spacing of 50 feet between trees; trees may be massed to enhance views, create public spaces or otherwise improve the overall appearance of the project; and

b. A bench every 200 feet between the public right-of-way and the front customer entrance.

2. Walkways traversing vehicular use areas shall be accented with special pavers, bricks, decorative concrete, stamped concrete, or similar decorative pavement treatment consistent with the Town Center Development of Regional Impact theme.

3. Bicycle parking/storage shall be provided in accordance with Chapter 5.

F. *Service, utility, display, and storage areas.* In addition to the service, utility, display, and storage requirements of Chapter 13, developments within this district shall also meet the following requirements:

1. All utilities shall be located underground;
2. Outdoor storage of materials is prohibited;
3. Outdoor display of merchandise is permissible if the merchandise is related to the business occurring on the property, does not affect pedestrian and vehicular circulation, and can be stored either inside the building or in an area screened from public view when the business is not open; and
4. Vending machines located outside of buildings or structures are prohibited.

G. *Site lighting.*

1. Site lighting shall be provided along all streets, sidewalks, parking lots, steps/ramps, plazas, and other areas of high pedestrian use.
2. Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.
3. Light fixtures shall be consistent with Town Center Development of Regional Impact theme, style, materials, scale, proportion, color, and location.
4. Building lighting shall consist of light fixtures mounted on or near the building.
5. Areas to be lit shall have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and color. High design areas such as building facades, entries, and walkways shall receive the highest priority.
6. Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.
7. Light pole maximum heights: parking lots and access drives—30 feet; pedestrian walkways, terraces, plazas—20 feet.
8. Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.
9. Flood lighting, beacon, or search lights, except as limited by state of Florida or federal law, or drop lens fixtures are prohibited.
10. Animated lighting is prohibited.
11. See Chapter 9 for further site lighting criteria.

H. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within the gateway overlay zone. Quercus virginiana (live oak) shall be used as the street tree where properties abut State Road 100.

I. *Signage.* The provisions of Chapter 12 shall regulate all signs in the gateway overlay zone; however, off-site signs are prohibited.

3.04.04. *Palm Coast Parkway Overlay Zone.*

A. *Purpose.* The purpose of the Palm Coast Parkway overlay zone is to impose additional standards for new construction of nonresidential and multifamily development within its boundaries. The Palm Coast Parkway overlay zone is intended to:

1. Provide for additional access management controls to ensure that Palm Coast Parkway develops into an attractive functional roadway corridor meeting the needs of vehicles and pedestrians; and

2. Prevent disjointed, disorganized development caused by unplanned and uncoordinated building layout and design.

B. *Description of district.* The boundary of the Palm Coast Parkway Overlay Zone is delineated on the Official Zoning Map and is generally described as the corridor along Palm Coast Parkway between U.S. Highway 1 east to the Hammock Dunes Toll Bridge.

C. *Site plan submittal requirements.* Development within the overlay zone shall be subject to review and approval as outlined in Chapter 2.

D. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban corridor. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone.

1. Building design, layout, and orientation.

2. Vehicular and pedestrian access and parking.

3. Mechanical equipment, utilities, and storage areas.

E. *Building height.* The maximum height permitted within the Palm Coast Parkway overlay zone is 50 feet, inclusive of all appurtenances, except for wireless telecommunication facilities.

F. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within this overlay zone. Quercus virginiana (live oak) shall be used as the street tree.

G. *Signage.* The provisions of Chapter 12 shall regulate all signs in the Palm Coast Parkway overlay zone; however, off-site signs are prohibited.

3.04.05. *Airport Area Economic Development Incentive.*

A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood

center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park or an industrial park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

C. *Opportunity Areas A and C.*

Opportunity Area A is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master.

Opportunity Area C is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

D. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

E. *Approval process.* Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.
2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:
    a. Location-based incentives detailed in Subsection E.
    b. Performance-based incentives that are outlined in Subsection F.

F. *Location-based development incentives.* In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

Economic Development Area 1

Regulations	Current Zoning Thresholds	Incentives*

	City of Palm Coast			Flagler County	
	PSP	COM-2	IND-1	IND-PUD	
Open Space	30%	30%	30%	(1)	30%
Height	100' [2]	100' [2]	65' [2]	(1) [2]	100' [2]
FAR	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location-based incentives available only through development participating in MPD process.

Economic Development Area 2

	Flagler County Current Zoning Thresholds			Incentives*	
Regulations	**AC**	**NRC PUD**	**PUD**	**Mixed Use and Non-Residential**	**Residential**
Open Space	75%	(1)	(1)	40% area wide	40% area wide
Height	No Max. [2]	(1) [2]	(1) [2]	75' [2]	45' [2]
Res. Density	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
FAR	N/A	(1)	(1)	.50	N/A
ISR	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location based incentives available only through development participating in MPD process.

Economic Development Area 3

Regulations	Flagler County Current Zoning Thresholds AC	Incentives*
Open Space	75%	40% per site
Height	No Max.	100' [1]
Res. Density	1 unit/20 acres	Min. 8 to Max. 12 units/acre
FAR	N/A	.55
ISR	.25	.60

(1) To be determined during the development agreement approval process.

* Location based incentives available only through development participating in MPD process.

G. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

1. *Non-residential intensity (floor area ratio-FAR) bonus.*

   a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition

including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.

b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore, mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*

a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may allow for a reduction in the open space requirement of the master plan development by up to five percent.

b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.

3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:

- Inclusion of employee drop-off and pick-up areas in the development;
- Inclusion of cab (taxi) stand areas in the development;
- Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
- Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
- Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and
- Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.

4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not

available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.

5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building certification from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

   Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

(Ord. No. 2009-17, § 3(Exh. A), 7-21-09; Ord. No. 2015-9 , § 2, 8-4-15; Ord. No. 2018-14 , § 3(Exh. A), 5-15-18)

Sec. 3.05. - Interpretations.

3.05.01. *Lot width and frontage.* Lot frontage shall be measured along the front property line, while lot width shall be measured along the front setback line.

3.05.02. *Building setbacks.* Building setbacks shall be measured from the property line or, if applicable, from the edge of a private street or the boundary line of an access easement located on the subject property to the wall of the building. The required building setbacks determine the building envelope. In no event shall a structure encroach within an easement, inclusive of eaves, unless specifically approved by the Land Use Administrator.

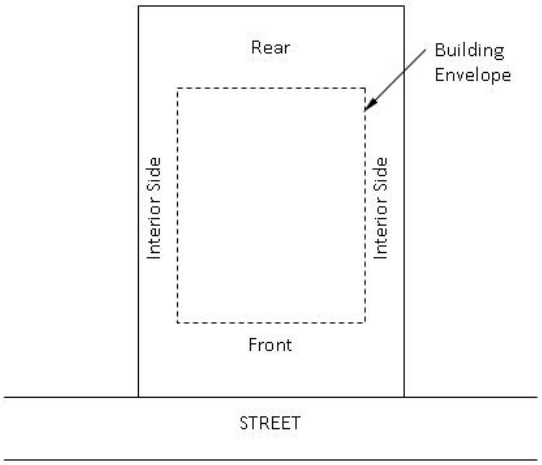
A. *Determining building setbacks.* Front, side, and rear yard setbacks shall be determined based on the following. In cases of uncertainty, the Land Use Administrator shall determine the setbacks based on the following guidelines:

   1. The front yard setback shall be considered that portion, typically along the lot's narrowest part, which abuts the street or roadway where access is provided. Consideration shall be given to a structure's orientation in making a front yard setback determination (i.e. the front of a building faces the front of the lot).

   2. The rear yard setback typically runs parallel to the front yard setback and does not connect to the front yard setback.

   3. The side yard setbacks connect the front and rear setbacks and are perpendicular to them on square or rectangular lots.

   4. Front setback on flag lots shall be measured at lot width and the lot frontage shall be determined on a case-by-case basis with consideration to surrounding property and dwelling unit orientation.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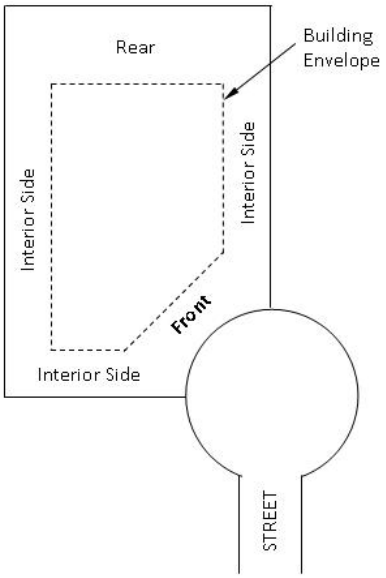
Building Envelope
Interior Side
Interior Side
Front
STREET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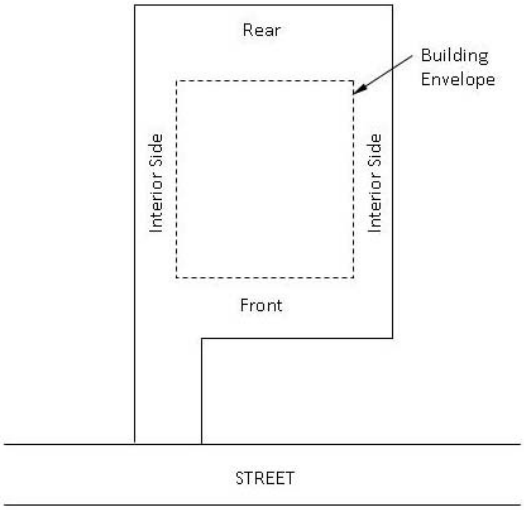
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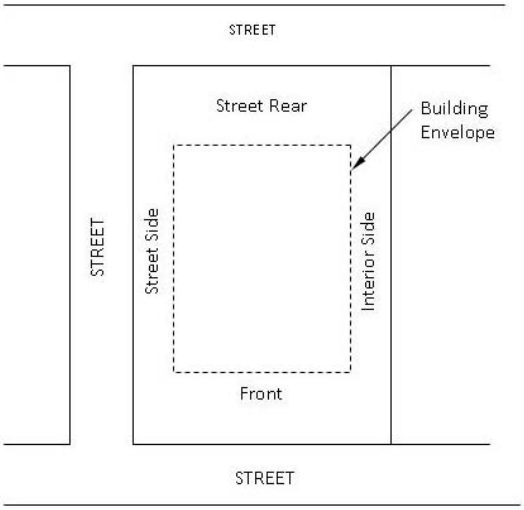
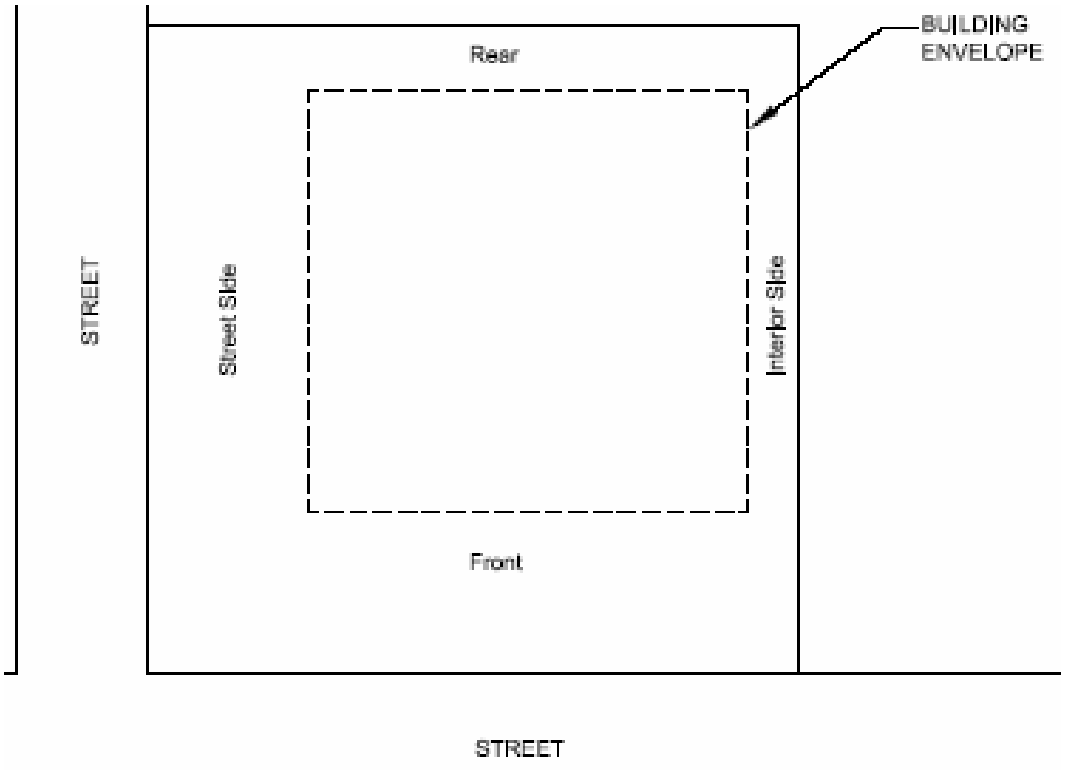

STREET
Street Rear
Building Envelope
STREET
Street Side
Interior Side
Front
STREET



B. *Permitted improvements within the required building setbacks.* The following improvements are permitted within the required setbacks (outside of the building envelope):

1. Man-made landscape features not exceeding three feet in height, including related minor structures described in Section 11.03 of Chapter 11.
2. Parking areas and associated driveways~~, provided they are not located within side yard setback areas for attached and detached single-family residential units, except when it~~ that provide~~s~~ access to a garage, provided such parking area or driveway shall not encroach into a drainage easement or required landscape buffer.
3. Private sidewalks and walkways provided they do not exceed six feet in width for detached single-family residential units and duplex units.
4. Concrete pads ~~50~~ 100 square feet or less.
5. Signs.
6. Minor utility installations including, but not limited to, fire hydrants, electrical and telephone boxes, and backflow prevention mechanisms. Some of these features may require screening in accordance with Chapter 11.
7. Aboveground mechanical equipment such as, but not limited to air conditioning units, permanently installed generators, and pool pumps and shall be screened in accordance with the requirements of Chapter 11; provided, ~~however,~~ that ~~this~~ equipment ~~shall be prohibited~~installed in a front setback area shall be done so only in the event that it is infeasible to install on the sides or rear of the property and shall be as close to the principal structure as allowed by Florida Building Code~~, and shall be screened in accordance with the requirements of Chapter 11~~.

8. Cantilevered patios, porches, and decks as well as sills, cornices, chimneys, flues, eaves, or other roof overhangs may extend a maximum of 30 inches into a setback area, but are prohibited within easements.

9. Sheds per Section 4.01 in Chapter 4.

C. *Additional setbacks for multistory buildings.* Additional setbacks for multistory buildings adjacent to a single-family residential zoning district shall be required for compatibility purposes. Any multistory building adjacent to a single-family zoning district shall provide an additional setback minimum of ten feet for each story above the first story.

D. *Waterline setbacks.* Stormwater retention facilities, canals, or other water features may be located on the lot or parcel. In these circumstances, the Land Use Administrator may determine that it is applicable to measure the setback from the bulkhead, water line, or mean high water line rather than the lot or parcel line.

E. *Reduction for public purpose.* When an existing setback on a developed lot or parcel is reduced due to the conveyance of land to a federal, state, or local government for a public purpose, the minimum setback requirement of the zoning district shall be reduced by the amount conveyed, up to a maximum of 50 percent of the setback requirement.

F. *Wireless communication facilities and equipment compounds.* Wireless communication facilities and equipment compounds shall have the same setback requirements as the zoning district in which they are located but no less than ten feet; shall have a minimum distance of 150 feet from all off-site residential zoned property, residential dwelling unit and the rights-of-way of Palm Coast Parkway, Belle Terre Parkway, Belle Terre Boulevard, and Old Kings Road.

3.05.03. *Calculating densities and intensities.*

A. *Residential densities.*

1. The determination of the maximum number of residential dwelling units or lots permitted on a residentially zoned parcel shall be calculated based upon the gross upland acreage in the predevelopment condition (i.e. prior to the property being subdivided into lots).

2. Twenty-five percent of wetland and/or imperiled upland habitat areas preserved from the predevelopment condition may be counted as "net upland acreage" in determining the maximum number of units as discussed in Paragraph A above. To be counted as preserved area, a wetland and/or imperiled upland habitat must be placed in a conservation easement, a separate conservation tract, or otherwise perpetually protected in the post development condition.

3. Application of the density/intensity calculations provides only a theoretical maximum dwelling unit or lot yield. It does not guarantee that the development will be approved to attain the maximum lot yield. Application of other development standards may substantially decrease the lot yield.

B. *Nonresidential intensities; impervious surface ratios; floor area ratio.*

1. In calculating impervious surface ratios or floor area ratios an applicant may get credit for an off-site drainage facility site. The amount to be credited shall be proportional to the size of the site in relation to all the sites served by the same facility.

2. Lots served by a master stormwater management system, where drainage facilities under common ownership are located off-site, may count a portion of the off-site drainage lot, tract, or parcel in calculating impervious surface ratios or floor area ratios. The portion of the off-site drainage property that is counted shall be in direct proportion to the size of the subject lot as compared to all of the lots being served.

C. *Densities and intensities in mixed use districts.* In zoning districts that allow mixed uses, the same land area shall not be counted for the purpose of both residential density and nonresidential intensity. The calculation methodology used shall be as defined by administrative rule.

3.05.04. *Recreation level of service.* All residential projects of 25 units or more shall provide recreational land to meet the level of service standard adopted in the Recreation and Open Space Element of the City's Comprehensive Plan, except for nursing homes and assisted living facilities or other residential care facilities. Recreational facilities must be permitted and under construction prior to the issuance of the permit for the 25th unit for residential projects.

(Ord. No. 2009-26, § 13, 12-15-09; Ord. No. 2015-9 , § 5, 8-4-15)

Sec. ~~3.06~~4.23. - Affordable Housing Mixed-Use Residential Development Standards.

~~3.06~~4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02~~: COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, or IND-2. The land area of these zoning districts shall be used to calculate the percentage of commercial and industrial properties within the City.~~ Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

~~3.06~~4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least ~~35~~ 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

~~3.06~~4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use ~~Vertical~~ vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-safety issues that may be present when having permitted industrial uses and residential uses in the same building. ~~shall be permitted in the COM-1, COM-2, COM-3, OFC-1, OFC-2 zoning districts. Horizontal mixed-use developments shall be permitted in the COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, or IND-2 zoning districts.~~

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its non-residential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

~~3.06.~~4.23.04. *Exemption ~~for airport~~s.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

~~3.06.~~4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

~~3.06.~~4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.~~3.06.~~07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.~~3.06.~~08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.~~3.06.~~09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.~~3.06.~~10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.~~3.06.~~11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from

time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Sec. 4.01. - Accessory Structures.

This section provides additional specific development standards for ~~swimming pools, fences, walls, sheds, residential garages, generators, clotheslines, seawalls, and docks~~accessory structures within the City.

4.01.01. *General provisions for accessory structures.*

A. *Location.* Accessory structures, other than fences or as otherwise specified in this Code, shall not be located in public drainage or utility easements or within the required building setbacks. In addition, all accessory structures, other than fences, walls, arbors, trellises, ~~pergolas, and~~ detached garages, and aboveground mechanical equipment pursuant to Section 3.05.02, or as otherwise specified in this Code, shall be located behind the front and side street building facades of the principal structure. However, on corner lots, swimming pools and their enclosures, may be located in front of the side street building facade but shall meet the front yard setback requirements in lieu of the side street setback. Screening accessory structures with a fence or foundation plants (may be required in Chapter 11) when facing a right-of-way, golf course, canal, or other similar highly visible area.

B. *Construction and occupancy.* Permits for accessory structures shall not be issued until a permit has been issued for the principal structure. Seawalls are not considered accessory structures and building permits for these facilities may be issued in advance of the principal structure in accordance with City regulations.

C. *Architecture.* Refer to Chapter 13 for design standards.

D. *Accessory Structure Maximum Size.* Unless otherwise stated within this Section, the maximum size of a residential accessory structure shall not exceed 50 percent of the living area of the principal dwelling unit; provided that this requirement shall not apply to agricultural buildings constructed on an EST1, EST2 or AGR zoned property.

E. *Accessory Structures not listed in this Chapter.* The accessory structures listed in this section are not meant to be all-inclusive. Structures not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the section. Based on the determination, the proposed structure shall be classified in the same manner as those similar structures listed in terms of it being permitted as an accessory structure. The Land Use Administrator may also determine that other structures are not permitted on the basis that they are not similar in nature or character to the other structures listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

4.01.02. *Fences and walls.*

A. *General requirements.*

1. *Setbacks, orientation, and placement.*

a. Fences shall be installed with the finished side facing the exterior of the property.

b. No fence or wall shall interfere with drainage on a site.

c. Fences and walls may be located within an easement as long as they do not interfere with utilities; provided, however, such structures are subject to removal and replacement at the property owner's expense by the requesting utility agency.

d. Fences and walls in front of the front building facade of residential dwellings shall only be permitted in the AGR, EST-1, and EST-2 Districts.

e. Refer to Chapter 11 for applicable buffer and screening requirements for fences and walls.

f. Decorative walls and solid fences are permissible surrounding the perimeter of a development that is at least five acres in size.

g. Gates are considered parts of fences and walls and are regulated accordingly. Gates shall not open or swing onto neighboring properties.

2. *Height.*

a. The maximum height shall be measured from finished grade to the top of the fence or wall. The finished grade shall not be altered to increase fence height and where a berm is constructed, the height of the berm over the finished grade shall be included in determining fence height. Decorative wall columns and occasional architectural embellishments to fences may extend up to 12 inches above the maximum height permitted.

b. The maximum height of any fence or wall located in interior side or rear yards behind the nearest front building facade shall be six feet~~, unless otherwise specified in this Code or as approved by the Land Use Administrator for health, safety, or environmental protection purposes~~.

c. A fence or wall on a residential lot located to the rear of the principal structure and within 20 feet of a saltwater waterway is limited to a height of four feet, except in the following situations:

(1) An open fence is allowed to a height of six feet.

(2) A fence or wall enclosing a pool deck that is setback at least 7.5 feet from the side property lines and at least 15 feet from the saltwater waterway is allowed to a height of six feet.

d. Within the EST Districts, the maximum height of any fence or wall in front of the front building facade or located in a street side yard shall be a maximum of four feet.

e. Fences immediately surrounding civic ~~or~~, public, or private recreational sports playing fields located on lots over one acre in size may be constructed to a maximum height of 12 feet and hooded backstops for diamond sports may be increased to a maximum height of 28 feet, with approval of the Land Use Administrator.

3. *Design and Materials.*

a. Fences shall be constructed utilizing rot-resistant material for any part of the fence coming in contact with the ground. All fences shall be constructed of customary fencing materials and finishes. Wood and vinyl fences shall meet the color standards of Section 13.02.06.B.1. or be finished in a wood stain or simulated wood finish in a non-prohibited color as outlined in Section 13.02.06.B.3. Fences constructed of treated lumber may remain unfinished.

b. Chainlink, aluminum (except for decorative aluminum fences), or similar fences shall be prohibited in yards fronting along arterial and collector roadways.

c. Chainlink, aluminum, or similar metal fences shall be black or bronze in color, except that aluminum fences may also be white in color. Chainlink fences shall not have slats, fabric or similar types of screening materials attached to them.

d. Walls shall be made of the following materials:

(1) Brick, Norwegian brick, jumbo brick or stone.

(2) Split-faced block or finished masonry walls where block seams are not visible. Finished masonry walls shall also include a tile, brick, or decorative trim at or near the top of the wall.

(3) Wrought iron or aluminum fence in combination with brick, jumbo brick, or finished masonry columns.

(4) Pre-cast concrete having a simulated wood stone or brick pattern.

(5) Other materials as approved by the Land Use Administrator.

e. Walls shall have columns spaced as follows:

(1) Twenty-foot maximum spacing on walls 100 linear feet, or less.

(2) Thirty-foot maximum spacing on walls 101—200 linear feet.

(3) Forty-foot maximum spacing on walls over 200 linear feet

f. No barbed wire, razor wire, or electrically charged fence shall be erected, unless otherwise specified in this section. Broken glass, steel spikes, or other sharp objects intended to restrict access along the top edge of a fence or wall are prohibited.

g. Chicken wire, field fences, and other similar fence types are prohibited, except in the utilization of bona-fide agricultural purposes in the AGR and EST-2 Districts.

B. *Nonresidential districts.*

1. Setbacks may be required between fences or walls to property lines in order to provide landscape buffers in accordance with the requirements of Chapter 11 or in the event that a proposed fence is located within sight triangles or in a manner that obstructs visibility to vehicular traffic. In either case the Land Use Administrator shall determine the appropriate distance to setback the proposed fencing or walling.

2. Within the IND, COM, ~~and~~ PSP Districts and nonresidential portions of Master Planned Developments, the following shall apply:

a. Fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11.

b. Fences or walls needed to provide extra security or safety may exceed maximum permitted height by up to two feet, with an additional 18 inches of barbed wire or other material upon approval by the Land Use Administrator.

C. *Special provisions for subdivision entrance features.*

1. Fences and walls used as decorative features at subdivision entrances may exceed maximum permitted heights by up to four feet upon approval by the Land Use Administrator. This measurement shall exclude decorative wall columns, which may extend a maximum of 12 inches beyond the top of the wall or 18 inches above the height of a wall framing an identification sign. Light fixtures may extend up to 42 inches above the height of the wall.

2. Entrance walls and landscaping shall be located within a designated easement, tract, or common area.

3. Wall jogs and spanned footer intervals shall be used, where possible, to avoid existing trees. Buffer width requirements may be waived to the extent necessary to protect the specimen trees.

4. The main entrance wall shall be landscaped in accordance with Chapter 11.

5. Only perimeter fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11, or to address significant differences in grading between the subdivision or adjacent property.

D. *Special provisions for fences and walls in the AGR Districts.* Fences used to contain farm animals or to separate crops relative to bona fide agricultural uses are exempt from this section.

4.01.03. *Garages, attached and detached.*

A. *General requirements.*

1. Enclosed garages shall be constructed in association with the construction of all detached single-family residential units, duplexes, and townhouses.

2. Garages shall not be converted into any other use, unless another garage is constructed in compliance with this Code.

3. Garage units for multifamily projects shall be provided for a minimum of one-third of the proposed multifamily units.

4. Garages shall not exceed ~~the~~ 20 feet in height ~~of the first story of the principal dwelling unit~~.

5. Carports shall be prohibited in all residential districts except for developments in the MHD District.

B. *Attached garages.*

~~1. Shall have a maximum depth of 30 feet.~~

~~2~~1. Shall not exceed 50 percent of the total living area of the principal dwelling unit.

C. *Detached garages.*

1. Detached garages are permitted in all zoning districts; however, in the MHD District special exception approval is required.

2. Shall not exceed 50 percent of the total living area of the principal dwelling unit.~~Detached garages shall have a maximum building footprint of 500 square feet.~~

D. *Garages in neotraditional developments.* For garage requirements in a neotraditional development, refer to Section 4.08.

4.01.04. *Generators, permanently installed.* The following standards shall apply to all permanently installed generators:

A. Generators ~~are prohibited~~ within the required front and street side yard ~~and prohibited in front of the front building line of the principal structures~~shall be screened by either a fence or a vegetative screening.

B. Generators may be operated for testing purposes one time per week, excluding Sundays, for a period not exceeding 30 minutes between the hours of 10:00 a.m. and 6:00 p.m.

C. A maximum of one generator is allowed per single-family, duplex, or townhouse residential dwelling unit and one generator is allowed per multiple family building.

D. Generators shall be set back a minimum of ten feet from the rear property line in all zoning districts.

E. Generators shall be set back a minimum of three feet from the side interior property line(s) in all zoning districts, but shall not be located within an easement.

4.01.05. *Residential docking facilities along saltwater and freshwater canals (and intracoastal waterway, as applicable).*

A. *Prohibitions.*

1. Under no circumstances shall a vessel docked or moored off a residential docking facility be used as a live aboard watercraft.

2. Accessory structures and concrete decks are prohibited along a seawall or in the rear easements and setbacks of property along waterbodies.

B. *General standards.*

1. *Drainage rights-of-way.*

a. Any groundcovers disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to prevent erosion.

b. Drainage rights-of-way shall not be filled in such a way as to reduce the cross-sectional area used for flow of stormwater.

2. *Dredging and spoil management in saltwater canals.* Dredging activities shall be conducted by a qualified contractor and consistent with the applicable best management practices concerning dredging operations and performed only after approval by the Land Use Administrator. Dredging activities shall be accomplished in conformance with existing permits.

3. *Safety.*

a. All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

b. To eliminate potential waterbody contamination, all structures shall be constructed with materials that do not result in contamination.

c. The City shall require removal of derelict vessels and lifts consistent with City standards.

4. *Roofs.*

a. Roofs over docks and lifts shall be a maximum height of 13 feet above seawall cap for saltwater canals and above the deck for freshwater canals.

b. Roofs shall be constructed with the same material and ~~of the same~~ color as the principal structure adjacent to the waterbody, with the exception that tile or metal roofing is not required on a residential docking facility; however, the color shall still match the color of the principal structure.

c. All roofs shall be "Hip" style roofs.

d. All roofs shall be constructed with a minimum 4½:12 pitch.

e. For roofed structures on freshwater canals, the size of a roof shall not be greater than 12 feet by 14 feet and the roof overhang shall not exceed two feet.

f. The maximum length of roofs located over a dock slip, dock lift, or water on saltwater canals shall be 26 feet of dock roof for the first 60 feet of property frontage, plus four feet of roof length for every five feet of property frontage thereafter, not to exceed 46 feet. Roof length for property with a frontage less than

60 feet shall be determined by the Land Use Administrator on a case-by-case basis based on generally accepted planning practices.

C. *Saltwater canal single-family residential docking facilities.*

1. *Placement of docking facilities.* The location of docks, lifts, and boathouses within the navigable waters of the City shall be determined on an individual basis, with visual impact, navigational use, and aesthetic quality of prime concern.

2. *Single pilings.* Single pilings or "dolphins" are prohibited, except for installation alongside a seawall or bulkhead.

3. *Setbacks and size.*

a. The minimum setbacks from a projection of the side property line to the structure shall be a minimum of ten feet. Other setbacks may be considered by the Land Use Administrator based upon lot size, location, easements, existing structures, and navigation.

b. The length of all docks, inclusive of all components, shall not exceed 65 percent of the property frontage along the canal. The size of the vessel and location of adjacent docks shall be considered to ensure that the vessel does not interfere in any manner with the navigation of ingress and egress. Setbacks may be increased or decreased for lots less than 60 feet in width or lots that have a storm drainage easement.

c. Vessels shall be docked/moored parallel to the property line/seawall. Docks/moorings perpendicular to the property line/seawall are prohibited.

d. Other than cantilevered safety walks, all dock walkways shall be no less than three feet or greater than six feet. The maximum width for docks, including boatlifts, shall be determined based on the width of the waterbody as described in Table 4-2. Dock width shall be measured at right angles from the boundary of the waterbody at the proposed structure location.

Table 4-2. Maximum Dock Widths for Saltwater Canals

Waterbody Width	Maximum Dock Width
Less than 100 feet	12 feet
100 feet or greater	16 feet

4. *Floating docks.*

a. Floating docks shall not exceed a length of 20 feet as measured parallel to the canal frontage.

b. Floating docks may be used in conjunction with permanent docking structures but must meet the criteria established herein.

5. *Boatlifts within canal areas.*

a. All boatlifts, inclusive of all components, shall be mounted or installed within the 12 feet or 16 feet dimension allowed for structures in the waterbody.

b. Boatlifts on waterfront lots with dimensions less than 60 feet of water frontage or lots with unusual conditions are not allowed unless granted an administrative waiver by the Land Use Administrator. The location of easements, culvert pipes, and navigability are unusual conditions that may be considered.

6. *Cantilever safety walk extensions.* Cantilever safety walk extensions may be approved by the Land Use Administrator based upon the following criteria:

a. The length of a cantilever safety walk extension shall be the minimum necessary to access the watercraft.

b. Cantilever safety walk extensions shall not extend more then 12 inches beyond a 12-foot boat slip or lift and pilings.

D. *Freshwater canal residential docking facilities.*

1. Docks and decks over the waterbody shall meet the Florida Department of Environmental Protection minimum clearance requirements.

2. Structures shall not project into the waterbody more than eight feet from the shoreline at normal water level.

3. No permanent source of electrical power, water, telephone, gas, or other items requiring piping or cable shall be extended onto the drainage rights-of-way.

4. Floating docks are not permitted.

5. Roofed structures shall not contain enclosed sides including, but not limited to, solid material, screening, or clear plastic.

4.01.06. *Seawalls and revetments.*

A. *Permit required.* A building permit shall be obtained prior to commencement of new construction and reconstruction or repair of seawalls and revetments. Seawalls and revetments shall be constructed in accordance with the following requirements.

B. *Prevent soil erosion, runoff and debris.*

1. Prior to construction of a seawall or revetment on undeveloped property, the following actions shall be taken to prevent soil erosion and protect the waterbody from runoff and debris:

a. Only the minimum area necessary for access and construction of the seawall or revetment and backfill shall be cleared.

b. A minimum 15-foot wide buffer of natural vegetation shall be preserved along each side lot line starting at a point ten feet from the waterfront.

c. Access to the waterfront shall be limited to an area no wider than 15 feet located in the interior of the lot.

d. A 30-foot wide buffer shall be preserved along all property lines abutting a street right-of-way except for the area cleared for the access point. Tree protecting barricades shall be erected around the perimeter of the buffer areas that are to remain.

2. Prior to construction, reconstruction, or repair of a seawall or revetment, a floating turbidity barrier shall be installed to prevent siltration into the canal until the slopes are stabilized. The ends of returns and the backside of the seawall or revetment shall be sodded or stabilized with other appropriate vegetation a minimum of five feet from the edge of the structure, or stabilized with erosion control devices, to prevent siltration on adjacent properties or into the canal.

3. Prior to the reconstruction or repair of existing seawalls and revetments, backfill shall be deposited behind the seawall in order to establish a swale not less than five feet from the seawall to collect any eroded material before it reaches the canal.

   a. Construction and vegetative debris on the site shall be continually removed throughout the construction activities and when construction is complete.

   b. When construction is complete, all cleared areas shall be sodded with native or water-conserving turf grasses. It shall be the responsibility of the lot owner to insure sodded areas are watered until established.

C. *Violations.* It is prohibited and unlawful:

1. To allow material to be deposited or to erode into any waterbody and fail to remove it.

2. For a contractor to fail to backfill bulkheads within 30 days after construction or repair of the bulkhead.

D. *Exceptions to violations.* The following are exceptions to the violations listed above:

1. Temporary waterbodies created to hold runoff water during construction.

2. Special exceptions granted by the City on applications where sufficient reason and safeguards are shown to protect the public interest.

E. *Vertical seawalls.* The following establishes criteria for construction, repair, and replacement of vertical seawalls in all saltwater canals in the City.

1. Vertical seawalls shall have reinforced concrete cap, with top of cap to be set at elevation two and one-half feet, North American Vertical Datum (NAVD 1988), above mean sea level (1929 NAVD) or match abutting existing caps. Cap height exposed face shall be 12 inches.

2. Vertical seawalls shall be located at and along the property line common with the waterbody or approved otherwise by other agencies.

3. The materials for all vertical seawalls shall be reinforced concrete or vinyl.

4. Vertical seawalls shall be grey in color. No painted surfaces are permitted.

F. *Landscape.* Any groundcover disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to stabilize the soil and prevent erosion.

G. *Safety.* All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

4.01.07. *Sheds, gazebos, and pergolas.*

A. *Permitted locations and size.*

1. Only one shed, not to exceed 200 square feet, shall be allowed per lot.

2. The shed, gazebo, or pergola shall not be located in front of the building line of the principal structure.

3. A shed, gazebo, or pergola 100 square feet and less may be located up to five (5) feet from an abutting interior side or rear property line. A shed, gazebo, or pergola exceeding 100 square feet ~~Sheds~~ shall ~~be set back at least ten feet from~~meet the rear property ~~line~~ setback and shall meet the interior side setback requirements of the district. ~~However, sheds that do not exceed 100 square feet in size may be located up to five feet from the abutting interior side or rear property line.~~Any shed, gazebo, or pergola shall meet the street side setback, if applicable.

4. In no event shall a shed, gazebo, or pergola, or any part thereof, be permitted within an easement or buffer.

B. *Height.* The maximum building height for any shed, gazebo, or pergola shall be 12 feet.

4.01.08. *Swimming pools.*

A. *General.*

1. Lights used to illuminate any swimming pool shall be arranged and shaded to reflect light away from adjoining properties.

2. All swimming pools, hot tubs, and spas shall be enclosed by a permanent full screen enclosure or with a permanent wall or fence of a least four feet in height. Any solid roof covering for a swimming pool, hot tub, or spa shall adhere to the setbacks of the principal structure.

B. *Setback requirements.*

1. Setbacks for pools with decks shall be measured from the outer edge of the pool deck.

2. Setbacks for pools without decks, including above-ground pools, shall be measured from the outer walls of the pool.

4.01.09. *Clotheslines.*

A. All clotheslines must be located behind the dwelling and shielded as much as practical from view of any street.

B. Outdoor revolving umbrella style or 'T' posts are acceptable.

C. Attaching clotheslines to trees is prohibited.

4.01.10 *Playsets and Playhouses.*

A. *General.*

1. Playsets, playhouses, and similar uses shall be permissible as an accessory use in residential zoning districts and shall be located rearward of the rearmost façade of the principal structure.

2. Playsets, playhouses, and similar uses shall not include electrical or plumbing installations.

B. *Setbacks and Height.*

1. Playsets, playhouses, and similar uses 100 square feet or less may be located up to five (5) feet from an abutting interior side or rear property line. Playsets, playhouses, and similar uses exceeding 100 square feet in size shall meet the applicable setback requirements of the district. In all cases playsets, playhouses, and similar uses shall meet the street side setback, if applicable.

2. Playsets, playhouses, and similar uses shall not exceed 12 feet in height from finished grade.

3. In no event shall a playset or playhouse, or any part thereof, be permitted within an easement or buffer.

(Ord. No. 2009-26, §§ 14—25, 12-15-09; Ord. No. 2015-08 , § 3, 7-21-15; Ord. No. 2015-16 , § 2, 12-1-15)

Sec. 4.02. - Adult Entertainment and Sexually-Oriented Businesses.

4.02.01. *Applicability.* This section applies to businesses that provide entertainment or offer sexually-oriented material or activities as their primary or dominant theme and whose intended market is persons 18 years of age or older. Businesses that market sexually-oriented material include, but are not limited to, the following:

A. Adult book and video stores.

B. Adult motels.

C. Adult performance establishments.

D. Adult theaters.

4.02.02. *Compliance with City and State Law.* Adult entertainment and sexually-oriented businesses shall comply with Chapter 16, Article III in the City of Palm Coast Code of Ordinances and F.S. ch. 847 .

4.02.03. *Adult entertainment and sexually-oriented facility design standards.* Each adult entertainment establishment and sexually-oriented business licensed to operate in the City shall comply with the following standards in addition to the architectural standards set forth in Chapter 13 and all other applicable provisions of the Land Development Code:

A. *Building design.*

1. The building shall not exceed 3,000 square feet of gross floor area.

2. The maximum building height shall be 35 feet.

3. There shall be separate entrances for employees and customers, which shall be labeled as such. Both entries shall occur at the rear or back of the building rather than in front whenever practicable, as determined by the Land Use Administrator, based upon generally accepted land use principles and the configuration of the particular parcel.

4. Off street parking shall comply with requirements in Chapter 5.

B. *Signage.* Signs shall be subject to the requirements of Chapter 12.

C. *Existing buildings.* Each adult entertainment establishment and sexually-oriented business desiring to locate in an existing building shall comply with all design standards requirements as set forth in this section.

Sec. 4.03. - Agricultural Uses.

4.03.01. *Bona fide agricultural uses.*

A. *License required.* All bona fide agricultural uses shall obtain a license from the Department of Agriculture if required by law.

B. *Odor; dust.* All agricultural uses shall be operated so no odor or dust producing substance or use, except in connection with cultivation of permitted uses, is conducted within 100 feet of the property line adjacent to a parcel or lot located within the SFR or MFR Districts.

4.03.02. *Equestrian uses.*

A. *Number of horses.* A maximum of one mature animal and offspring less than one year of age shall be permitted per acre of property.

B. *Riding facilities.*

1. No structure housing the animals shall be located any closer than 50 feet of the property line adjacent to any residentially zoned parcel. This perimeter setback shall be increased to 100 feet for riding arena facilities with outdoor lighting and seating.

2. Riding trails may be permitted within any required buffer.

4.03.03. *Mining and soil extraction.*

A. *General requirements.*

1. Appropriate measures must be utilized to prevent fugitive dust from the excavation and haul truck traffic. All roads shall be maintained and free of sand and other related construction debris.

2. If applicable, St. Johns River Water Management District permits are required for dewatering or surface water discharge activities.

3. Perimeter buffering shall be utilized to limit visibility and noise of operation from adjacent land uses as appropriate, which may include fencing, earthen berms, existing vegetation, installed vegetation, or a combination thereof.

4. The City may set hours of operation to minimize adverse impacts to adjacent land uses so as not to produce a public nuisance. Excavation and haul traffic may only occur during daylight hours.

5. Appropriate fencing or security measures shall be provided to safeguard the site from unauthorized entry.

6. Reclamation of excavation sites shall resemble a natural system to the greatest extent feasible in accordance with federal and state requirements.

B. *Soil extraction.* For purposes of this section, soil extraction shall mean public or private commercial activities specifically undertaken for the primary purpose of excavating clean fill (i.e. clay, sand) from upland sites to be removed for the purpose of being utilized for an offsite project. This excludes installation of utilities, stormwater facilities, wetlands, and excavating, grading, filling, and moving of earth in conjunction with the installation of infrastructure to serve a subdivision or activities undertaken in conjunction with improvements approved as part of a development order. Soil extraction facilities shall demonstrate compliance with the following minimum setbacks measured from the edge of the excavation pit or area:

1. One hundred feet from the project perimeter and increased to 200 feet abutting any property zoned SFR, MFR, or MHD.

2. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

C. *Mining.* For purposes of this section, mining operations shall include facilities that require a permit from the Florida Department of Environmental Protection, Bureau of Mining and Reclamation. Mining operations shall demonstrate compliance with the following requirements:

1. *Setback requirements.* Mining facilities shall include the following minimum setbacks measured from the edge of the excavation area:

a. Two hundred fifty feet from the project perimeter and increased to 500 feet abutting any property zoned SFR, MFR, or MHD.

b. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

2. *Blasting.* No blasting shall be conducted within the City unless it can be demonstrated that said activity is being undertaken in a manner that in no way adversely affects the health, safety, and welfare of the residents and businesses within the City.

4.03.04. *Aviaries.* An aviary shall comply with all applicable state regulations. The following general requirements apply:

A. Minimum setback from any residentially zoned property shall be 100 feet from the property line. Otherwise, the structure shall be located no closer than 50 feet from any property line.

B. Reasonable precautions shall be taken to prevent an environment suitable for pathogens that cause public health hazards such as psittacosis, cryptococcosis, and histoplasmosis. Occurrence of any of the aforementioned illnesses to the property owner or an occupant of the property shall be reported by the property owner to the Flagler County Health Department.

Sec. 4.04. - Alcoholic Beverage Sales.

Refer to Chapter 7, Article I and Article II in the City of Palm Coast Code of Ordinances.

Sec. 4.05. - Cemeteries.

Within the zoning districts permitting cemeteries, the following regulations shall apply:

A. No graves or burial lots/sites shall be located closer than 40 feet from all rights-of-way and no closer than ten feet from all other boundary lines of the subject property.

B. Adequate means of ingress and egress for vehicles shall be provided within the site in order to provide an easy flow of traffic while funeral processions are entering or leaving the site.

Sec. 4.06. - Community Residential Homes and Recovery Residences.

4.06.01. Community residential homes shall meet the requirements of F.S. ch. 419.

4.06.02. Recovery Residences. Additional limitations specific to uses listed. No building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than as a conditional use with approvals subject to the provisions of this ordinance:

Recovery residence.

A. Recovery residence in single-family zoning district, except as required by Chapter 419, Florida Statutes, only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1000 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and/or

2. Would be occupied by no more than ten residents; and

3. Duplex Properties can only occupy one side of the residence; and

4. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and

5. A recovery residence that has been denied an license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

B. Recovery residence in multi-family zoning district. Except as required by Chapter 419 Florida Statutes only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1200 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and

2. Would be occupied by up to 20 residents occupying a maximum of 3 contiguous dwelling units within the same multifamily complex; and

3. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and

4. The operator or applicant has been granted all available licensing or certifications by the State of Florida to operate the proposed Recovery Residence,

5. A recovery residence that has been denied a license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

C. Recovery Residence Procedure

The purpose of a reasonable accommodation request is to modify a specific City of Palm Coast requirement to ensure an individual with a disability and/or handicap have equal opportunity to use and enjoy a dwelling, building or structure, or to provide accessibility in another manner. This policy implements the procedure of the City of Palm Coast, Florida (“City”) for processing reasonable accommodation requests to its Code of Ordinances, Unified Land Development Regulations, rules, policies, and procedures for persons with disabilities and/or handicaps as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this procedure, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled or a provider of services to the disabled qualifying for a reasonable accommodation may request a reasonable accommodation with respect to the City's Code of Ordinances, its land use or zoning laws, and/or rules, policies, practices and/or procedures, as provided by the FHA and the ADA pursuant to the procedures set forth herein.

1. Provide a Reasonable Accommodation application (see exhibit “A”) including the following:

   a. Certification from FARR showing the level of care approved.

   b. Occupancy Permit including following:

      i. A Dimensioned Life Safety Plan prepared in accordance with the Florida Fire Prevention Code and Life Safety Code.

      ii. Proof of Insurance

      iii. As per Section 397.487(6), Florida Statutes, a copy of the level 2 background screenings for all owners

2. Procedures for issuance. No Recovery Residence license shall be issued or granted unless:

   a. An application is filed with the City of Palm Coast an Occupancy Care Home forms provided for that purpose, and

b. There has been a site inspection by the City of the applicant's premises, and

c. The planning and zoning division has reviewed and approved the zoning use classification, and

d. The City has verified compliance with all applicable laws and regulations, and

e. Payment of the recovery residence occupancy license fee, to be established by resolution of the City Council, shall be required prior to the issuance of the license, and

f. Obtain a City of Palm Coast Business Tax Receipt.

g. Obtain a certificate of occupancy and/or change of use prior to issuance of community residence or recovery community license. Any community residence or recovery community that is required to obtain a certificate of occupancy and/or change of use pursuant to the Code of Ordinances must do so prior to the issuance of a license.

h. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of recovery residence. The recovery residence license shall be posted in a conspicuous place at or near the entrance inside the recovery residence so that it may be easily read at any time by an inspector.

3. Grounds for denial. The Director of the Department of Community Development or designee, as appropriate, shall have the authority to deny an application for a community residence or recovery community license on the following grounds:

a. That the applicant has failed to disclose or has misrepresented a material fact, or any information required in the application.

b. That the applicant is desiring to operate a recovery residence which does not comply with the City's Land Development Code.

c. That the applicant has failed to obtain a certificate of occupancy and/or change

of use, if required.

d. That the certificate of occupancy or change of use for the proposed location has been denied, suspended, or revoked for any reason.

e. Applicant's noncompliance with specific provisions of federal, state, city or county ordinances, with respect to the specific use, and the applicant.

f. Fails to obtain said approvals prior to issuance of a license; or

g. Has violated such specific provisions.

h. The applicant has violated any provision of the Code of Ordinances or Land Development Code and has failed or refused to cease or correct the violation within (30) days after notification thereof.

i. The applicant failed to permit inspection by the City; or

j. Or as otherwise provided in the Code of Ordinances.

k. The operator or applicant has not been granted all available licensing or certification by the State of Florida.

4. Any person whose application has been denied as provided herein shall have the right to appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three business days after the Director Community Development designee, determination.

5. Any person whose application has been denied as provided herein shall have the right to appeal to the City Council explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Clerk no later than three business days after the City Managers written response.
6. Any recovery residence shall permit officers or agents of the City of Palm Coast to inspect, from time to time on an occasional basis, the recovery residence for the purpose of ensuring compliance with all applicable regulations pertaining to recovery residences. A licensee's knowing or intentional refusal to permit such an inspection shall constitute a violation of this section for purposes of license denial, suspension, and/or revocation. This section shall be narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this article, but not to authorize a harassing or excessive pattern of inspections.
7. Each license shall remain valid for a period of one (1) calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application or renewal.
8. A licensee shall not transfer license to another, nor shall a licensee operate a recovery residence under the authority of a license at any place other than the address designated in the recovery residence license application.

D. Revocation.

1. The city shall revoke a recovery residence license if it determines that:
    a. The license holder has failed to disclose or has misrepresented a material fact or information required by this article in the application;
    b. The license holder does not operate in the manner described in the application or has changed the operation without authorization through approval of a new license;
    c. The certificate of occupancy for the location has been denied, suspended or revoked for any reason;
    d. In the event of a conviction of any owner, operator, manager, supervisor, or any employee acting at the direction or with the knowledge of the owner, operator, manager, or supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the facility operation;
    e. The license holder has violated any provision of or failed to maintain compliances with the City Code and has failed or refused to cease or correct the violation after notification thereof;
    f. The holder of the license, or the holder's designated manager, operator, or supervisor, refuses to permit an authorized City inspector to inspect the premises during normal business hours for a regular inspection or for the purpose of investigating a complaint which has been filed against the operation.
    g. The licensee has knowingly engaged in or allowed possession, use, or sale of controlled substances on the premises.
    h. The operator or facility has been denied license or certification by the State of Florida, or license or certification is suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.
2. Suspension and Revocation procedure. The procedure for suspension and revocation of a license shall be as follows:

a. If at any time the City of Palm Coast determines that the recovery residence is operating in any manner in violation of federal, state, county or city law or harmful to the public health, safety or welfare the city may file a notice of violation, through the special master process in the manner provided for by F.S. Ch. 162, and Chapter 17 of the Code of Ordinances.

b. If a license is revoked the applicant(s) may not apply for another license until one (1) year from the date of the effective date of the revocation, unless the basis for the revocation has been corrected or abated.

c. If a license is suspended for a specific period of time, the license shall remain suspended until the basis for the suspension has been corrected and the suspension period has expired.

E. Non-conforming Use and Structures.

Any nonconforming use of a building or land may be continued subject to the following conditions and requirements:

Requirements for nonconforming recovery residences. A recovery residences located in the City of Palm Coast as of the date of adoption of this Ordinance that does not currently have all available licenses, certifications or recertification designated from the State of Florida within 9 months after the adoption of this Ordinance shall no longer constitute a legal nonconforming use and must cease operation by the date that is exactly 9 months after the adoption of this Ordinance or within 60 days of the date on which all available certification, recertification, or the required license is denied, whichever date comes first. Such a recovery residences must either return residents to their families or relocate them to safe, secure housing within 60 days of the date on which all available certification, recertification, charter, or license is denied or by the date that is exactly 9 months after the adoption of this Ordinance, whichever date comes first. The number of occupants of a Recovery residence may not exceed the maximum number allowed under this Code of Ordinance or the number authorized under the Recovery residence's state certification or license, whichever is less.

Sec. 4.07. - Convenience Stores with Fueling Stations.

4.07.01. *Special exception required.* In the COM-1 District, a special exception for the use is required in accordance with the procedure as outlined in Chapter 2 if subject property is within 500 feet of any residential property.

4.07.02. *Fueling positions limitations.*

A. Within the COM-1 District, fueling stations are limited to a maximum of eight fueling positions.

B. Within the COM-2 District, fueling stations are limited to a maximum of 24 fueling positions.

4.07.03. *Design and installation requirements.*

A. All pump islands and canopies shall be set back a minimum distance of 20 feet from all perimeter property lines, but increased to 50 feet from property lines abutting areas zoned SFR, EST, MFR, and MHD.

B. On-site circulation shall be designed to:

1. Minimize conflicts between pedestrians and vehicles and between parked and moving vehicles;

2. Facilitate movement by tanker trucks and the safe unloading of fuels; and

3. When stacking lanes are required for car washes or drive-through facilities, stacking lanes shall be separated from parking areas and drives by using painted lines, pervious islands, landscaped islands, and/or decorative pavement.

C. All fuel dispensers shall be set back a minimum of 24 feet from any other fuel dispenser located on parallel pump islands, as well as located a minimum of 20 feet from any other fuel dispensers located along the same line of vehicular flow. Such distance shall be measured from center of fuel dispenser to center of fuel dispenser.

D. At least one-half of the required parking spaces shall be directly adjacent to the principal building.

E. All gasoline tanks shall be installed underground. Upon the discontinuance of any gasoline pump island, the fuel storage tanks shall be removed.

F. The maximum canopy clearance shall be 15 feet.

G. The Land Use Administrator may allow a maximum of 50 percent of the fueling position spaces to count toward the number of required parking spaces.

H. Lighting standards.

1. Exterior lighting shall be the minimum necessary to provide security and safety as determined by the Land Use Administrator. No more than 2.0 foot-candles of light are permitted at any property line.

2. Direct lighting sources shall be shielded or recessed. Light fixtures under a canopy shall be flush mounted. Lights shall not be mounted on the top or sides of the canopy. Drop type fixtures are prohibited.

3. The sides of the canopies shall not be illuminated, unless the illumination is part of a permitted sign.

4.07.04. *Accessory restaurant.*

A. A restaurant accessory to a convenience store shall be allowed as long as it does not exceed 30 percent of the gross floor area of the convenience store.

B. Parking for the restaurant shall be subject to the shared parking facilities requirements contained in Chapter 5.

C. An accessory restaurant with drive-through shall be subject to the drive-through facilities requirements contained in Section ~~4.09~~5.04.11.

Sec. 4.08. - Development Options.

4.08.01. *Cluster residential developments.*

A. *Purpose and intent.* The purpose of clustering or grouping residential buildings and associated permitted accessory structures is to encourage the most efficient and cost effective use of land and public facilities. In order for the cluster development option to be approved, the site plan must be shown to:

1. Provide a significant amount of the site for protected open space;

2. Protect environmentally sensitive areas of a development site and permanently preserve open space, historical, cultural, or other significant buildings, and/or land and natural features;

3. Encourage creative and flexible site design that is sensitive to the land's natural features and adapts to the natural topography;

4. Decrease or minimize nonpoint pollution impacts by reducing the amount of impervious surfaces in site development;

5. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be

extended or by reducing the width or length of streets, and by utilizing the site's natural drainage patterns; and

6. Provide opportunities for social interaction and walking and bicycling in contiguous open space areas.

B. *Applicability and general provisions.*

1. A residential cluster development is optional and shall be permitted as of right in any residential zoning district, except in the Agriculture, Multifamily, and Mobile Home Districts.

2. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a cluster development.

C. *Specific provisions.* The following provisions shall apply to any residential cluster development, regardless of the general requirements of the applicable residential zoning district:

1. *Dimensional requirements.*

a. *Minimum size.* Minimum gross size of a cluster development shall be five acres.

b. *Width.* The minimum lot width shall conform to the requirements for the SFR-1 District.

c. *Setbacks.* The minimum setbacks shall conform to the requirements of the SFR-1 District.

d. *Height.* The height of buildings shall be a maximum 35 feet.

e. *Impervious surface ratio.* The maximum impervious surface ratio is 0.75.

2. *Perimeter buffer.* A minimum 20-foot buffer shall be located between the cluster development and any existing residential zoning district with the exception of an adjacent residential zoning district having the same density and height.

3. *Open space.*

a. At a minimum, 40 percent of gross acreage of the site shall be conveyed as common open space. However, when calculating the open space, the land area devoted to public or private vehicular streets shall not be included.

b. Open space areas shall be designated as "cluster open space" and shall indicate whether public or private on the plat.

c. The appropriateness of accessory structures will be reviewed by the Land Use Administrator and considered in terms of their enhancement of the cluster open space.

d. Accessibility to open space. The usability of cluster open space intended for recreation or public use shall be determined by whether it is contiguous and by the size, shape, topographic, and location requirements of the particular purpose proposed for the open space. Cluster open space shall be easily accessible to trail users including, but not limited to, elderly and handicapped persons, be integrated to form unbroken trail linkages between uses within the subdivision, and take advantage of opportunities to establish off-site linkages to nearby land uses, sidewalks, bikeways, and greenways.

e. Preservation of open space. Open space shall be preserved in perpetuity by use of conservation easements, deed restriction, or other means acceptable to the City.

4.08.02. *Duplex residential developments.* Duplex dwelling units under single ownership may be converted so that each unit can be owned separately utilizing one of the following processes:

A. Duplex structures may be converted to the condominium form of ownership upon approval by the Land Use Administrator. Condominium association documents shall be provided that include ownership and maintenance of common areas and utility facilities.

B. Duplex sites may be subdivided into two separate lots in accordance with Chapter 2 review procedures as long as the individual lots meet the dimensional standards of the district.

4.08.03. *Manufactured/mobile home parks.*

A. *General requirements.*

1. *Minimum size of park; permitted location.* A manufactured home park shall have a minimum of two and one-half acres. Manufactured home parks will only be permitted in the MHD District.

2. *Plans and specifications required.* Complete plans and specifications of all manufactured/mobile home parks shall be submitted to the Land Use Administrator.

B. *Development criteria.*

1. *Setbacks.* No manufactured/mobile home or attached structure shall be located closer than 25 feet to the property lines of the manufactured home park or a public right-of-way. Requirements for each manufactured/mobile home space are as follows:

a. Front yard required—Minimum of 20 feet.

b. Side yard required—Minimum of five feet.

c. Rear yard required—Minimum of 15 feet.

2. *Private streets.* No manufactured/mobile home in a park shall be allowed direct access to a public street. All lots in a manufactured home park must have access from a private street that shall comply with regulations established in Chapter 5.

3. *Buffering.* A manufactured/mobile home park shall comply with Type "A" Buffer Design Standards established in Chapter 11.

4. *Recreational area required.* Manufactured home parks with ten or more units shall retain an area of not less than five percent of the gross site area devoted to recreational facilities provided in an area accessible to all property owners.

5. *Utilities.* Each manufactured home shall be independently served by separate electric, gas, and other utility services.

6. *Off-street parking.* A minimum of one off-street parking space shall be required for each manufactured home.

7. *Fences.* If the manufactured/mobile home park management allows fences for individual lots, these fences shall comply with regulations established in Section 4.01.

8. *Storage of recreational vehicles.* Storage of recreational vehicles, boats, and boat trailers shall be allowed only on sites reserved for such storage within the manufactured/mobile home park.

9. Residential Manufactured buildings meeting the requirements of Chapter 553 of Florida Statutes shall be permitted within a manufactured/mobile home park or subdivision.

4.08.04. *Multifamily residential buildings.* The following standards apply to multifamily buildings:

A. Multifamily buildings shall be setback a minimum distance of five feet from vehicular use area.

B. There shall be a minimum distance of ten feet between buildings.

4.08.05. *Multiuse buildings.* Multiuse buildings allow residential living quarters within the same buildings as offices or retail establishments, are permitted in the OFC-1, OFC-2, COM-1, COM-2, and MPD Districts, and require special exception approval in the COM-3 District. The following standards apply to multiuse buildings:

A. Nonresidential uses shall be located on the first floor of the building and residential units shall be located above the nonresidential use.

B. The mixture of nonresidential and residential uses within the multiuse building shall be designed to minimize, to the greatest extent practicable, the potential detrimental influence of nonresidential uses on the residential uses including, but not limited to, the location of entranceways and the use of soundproofing materials to minimize noise intervention between uses.

4.08.06. *Neotraditional development.*

A. *Purpose and intent.* The purpose of a neotraditional development is to provide areas for detached single-family dwellings, duplexes, townhouses, and accessory uses in medium density neighborhoods featuring traditional design concepts and architectural themes. Features may include front porches, reduced setbacks, detached garages, alleyway access, narrower rights-of-ways, and shared parks and open spaces readily accessible to pedestrians and bicyclists. In order for the neotraditional development option to be approved, the site plan must be shown to:

1. Encourage walking and bicycling to reduce the need for local automobile trips by providing trails, bike paths, and other forms of walkable interconnectivity within and to adjacent uses.

2. Establish a specific neighborhood identity that shall consist of an overall architectural theme. Architectural themes may consist of, but not be limited to, the following:

   a. Florida vernacular.

   b. Cape cod.

   c. Mediterranean.

3. Preserve natural features and scenic areas and provide a range of residential and open space land uses within close proximity to one another within the neighborhood.

4. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of streets.

B. *Applicability and general provisions.* A neotraditional development is optional and shall be permitted as a right in any residential zoning district, except in the Estate, Agriculture, and Mobile Home Districts. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a neotraditional development.

C. *Specific provisions.*

1. *Dimensional requirements.*

   a. *Minimum size.* Minimum gross size of a neotraditional development shall be five acres.

   b. *Width and depth.* No minimum width or depth of a lot shall apply except where abutting a development with lower density, in which case the widths/depths shall conform as closely as possible to the abutting development.

   c. *Setbacks.* No minimum setbacks shall apply; however, each lot shall conform as closely as possible to the setbacks established for the underlying zoning district and allow for parking and accessory structure requirements.

   d. *Height.* The height of buildings shall be in accordance with that of the underlying zoning district.

   e. *Impervious surface ratio.* A higher ISR shall be allowed, if determined appropriate by the Land Use Administrator; however, each lot shall conform as closely as possible to the ISR established for the underlying zoning district.

   f. *Backyard area.* Each residential dwelling unit shall have a backyard, or courtyard area.

2. *Single-family residential unit requirements.*

   a. Single-family residential units, inclusive of required porches, shall be constructed along the front setback line.

   b. Single-family units shall have an attached front porch oriented with a minimum width of 12 feet and a minimum depth of six feet.

3. *Garages.*

   a. Garages shall be separated from the main dwelling unit by a minimum distance of 12 feet, with the exception of a connecting breezeway, with a maximum width of four feet. Other than the breezeway, the garage and main dwelling unit shall be detached structures.

   b. Garages shall have a maximum building footprint of 500 square feet and a maximum height of 24 feet.

   c. Garage doors shall be oriented for access from a rear alley or a side street may provide an alternative access for corner lots.

4. *Vehicular and pedestrian access.*

   a. Sidewalks or pedestrian paths, bicycle paths, or bicycle lanes and vehicular streets shall connect all uses.

   b. A minimum of 80 percent of all streets shall connect at both ends to other streets at an intersection.

   c. All paths or trails including, but not limited to, bicycle paths or lanes, shall interconnect to form a continuous network throughout the site and to paths or trails linked to adjacent neighborhoods.

   d. Vehicular gates are prohibited on all streets, except alleys serving residential uses.

5. *Neighborhood parks.*

   a. Neighborhood parks shall be located and distributed so that 100 percent of all dwelling units are located within 1,320 linear feet from a park or other recreation area.

   b. The minimum pervious area of a park shall be 50 percent.

   c. For pedestrian access, a minimum of 25 percent of an activity-based neighborhood park perimeter shall abut a street, excluding alley.

6. *On-street parking.*

   a. On-street parallel parking shall be required on the local residential streets.

   b. Parallel parking spaces shall have a minimum length of 23 feet and a minimum width of ten feet.

   c. Each parking space shall be clearly delineated by pavement striping per City standards.

   d. Between every five parallel parking spaces, a vehicular use area island shall be required per City standards.

   e. Parallel parking spaces shall be located no closer than 28 feet from the last stall to the intersection.

4.08.07. *Townhouse residential developments.* The following standards apply to townhouse buildings:

A. A minimum of three attached units and a maximum of eight attached units per building are permissible.

B. If rear alleyway access is provided, it is permissible to construct attached garages and detached garages that meet the standards of the neotraditional development option (refer to Section 4.08). In these cases, the rear setback may be decreased to five feet.

Sec. 4.09 - Reserved.

Editor's note— Ord. No. 2018-21 , § 2, adopted Oct. 2, 2018, repealed § 4.09 which pertained to drive-through facilities, and derived from Ord. No. 2009-26, § 26, adopted Dec. 15, 2009. See § 5.04.11 for similar provisions.

Sec. 4.10. - Educational Facilities, Private.

A. *Setbacks.* The front, rear, and side yard setbacks shall be the same as those required for the specific district, except that when adjacent to a residential land use or zoning district there shall be a 20-foot minimum building setback.

B. *Off-street parking and loading—School bus and vehicular drop-off facilities*. Facilities must be provided for off-street bus and private vehicle loading and unloading of students. Use of the street right-of-way may be allowed if a license agreement is executed with the City.

Sec. 4.11. - Garage and Yard Sales.

Refer to Chapter 16, Article V in the City of Palm Coast Code of Ordinances.

Sec. 4.12. - Home ~~Occupations~~ based Businesses.

4.12.01. *Purpose and intent.* ~~The purpose and intent of the home occupation regulations is to reasonably allow for a home to be used as a "doing business address" for low impact business activities from the home while ensuring that they are limited and controlled so they do not negatively impact the residential areas where they are located. Home occupations are limited by performance standards, requirements, and prohibitions. Procedures related to applications, evaluations, approvals, inspections, and revocations provide controls to ensure the home occupations do not adversely impact surrounding properties.~~ The purpose and intent of this section is to provide regulations for home-based businesses that are consistent with all provisions of F.S. § 559.955, as may be amended. The provisions of F.S. § 559.955 are incorporated into this section as if fully laid out herein, may be enforced pursuant to the City's Code of Ordinances: Chapter 2 - Article V and shall prevail in the event of a conflict with this section.

4.12.02. ~~*Classifications.* Home occupations are categorized into three classes as follows:~~ *Home-based Business Criteria.* A home-based business must operate, in whole or in part, from a residential property and must meet the below criteria:

A. *Employees.* The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling. ~~*Class 1.* Class 1 Home Occupations are limited, in-home business offices that are indistinguishable from activities associated with any typical office employee bringing home work outside of regular business hours. Class 1 Home Occupations utilize a single room in the residence where information-oriented business activities are limited to paperwork, computer, mail, telephone, and filing. Although home storage of a single vehicle used for business purposes is acceptable, Class 1 Home Occupations do not allow for on-site storage of any inventory, trailers, or mechanical equipment used for home occupation activities.~~

B. *Parking and storage.* ~~*Class 2.* Class 2 Home Occupations are in-home business offices that have the potential to create some impacts beyond Class 1 activities due to limited on-site~~

~~storage of material, inventory, chemicals, work vehicles, trailers, equipment, limited product assembly, or business-related traffic from customers or deliveries. Businesses among those typically classified as Class 2 Home Occupations include offices for subcontractors or lawn services where work vehicles, equipment, and/or trailers are stored at the home. Pool cleaning services are also included if chemicals are stored at the home. Other examples include arts and crafts businesses, such as stained glass or candle making, and other businesses that involve light assembly.~~

1. Parking and/or storage shall comply with all the residential property requirements of the Land Development Code based on the underlying zoning district; and

2. The need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. No more than two dedicated parking spaces for the home-based business are permitted; and

3. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence; and

4. Not create noise, vibration, glare, fumes, odors, dust, or smoke that is detectable to the normal senses at the lot line or beyond the exterior of any common walls; and

5. No heavy equipment, as defined in F.S. 559.955(3)(b) shall be visibly stored on the property as viewed from either the street or a neighboring property.

C. *Use of Premises. ~~Class 3.~~* ~~Class 3 Home Occupations are in-home business offices that have the potential to create some impacts beyond Class 2 activities due to increases of on-site storage of material, inventory, work vehicles, trailers, equipment, or business-related traffic from customers or deliveries. Class 3 Home Occupations are permitted on large, estate-sized residential properties, including farmland, where ample buffering prevents impacts to surrounding properties. Examples of Class 3 Home Occupations are small family businesses, such as horse boarding and riding stable operations. Other examples include plant nurseries or vegetable growing operations with limited sales to the public.~~

1. As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property; and

2. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood; and

3. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property; and

4. The activities of the home-based business are secondary to the property's use as a residential dwelling.

D. *Compliance with other laws, rules, and regulations.*

1. The business activities shall comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted; and

2. All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other

hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted; and

3. Use of the residential property for a home-based business must comply with all other applicable regulations for the zoning district.

E. *Exceptions.* This section does not supersede, amend or modify the following:

1. Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720; and

2. Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

~~4.12.03. *Performance standards, requirements, and prohibitions.*~~

~~A. *Home occupation requirements.* All home occupations (Class 1, 2, and 3) shall:~~

~~1. Be completely subordinate to the residential nature of the home; and~~

~~2. Not change the structural form of the home; and~~

~~3. Not create noise, vibration, glare, fumes, odors, dust, or smoke that is detectable to the normal senses at the lot line or beyond the exterior of any common walls; and~~

~~4. Not use equipment which creates off-site line voltage fluctuations or visual or audible interference with off-site radio or television receivers; and~~

~~5. Not adversely affect public safety through the storage or generation of explosive, flammable, or hazardous materials in quantities which could constitute a neighborhood danger based on the required submittal of MSDS sheets or the determination of the City Fire Marshal; and~~

~~6. The applicant shall be the primary resident of the home.~~

~~B. *Prohibited home occupations.* The following uses are prohibited home occupations; however, this list is not all-inclusive and other home occupations may be prohibited by the Land Use Administrator based upon the character and similarity of use, with the determination being subject to appeal as set forth in Chapter 2:~~

~~1. Food preparation.~~

~~2. Kennels and veterinary clinics.~~

~~3. Funeral homes.~~

~~4. Dance or exercise studios.~~

~~5. Beauty or barbershops.~~

~~6. Vehicle repair or sales.~~

~~7. Animal raising.~~

~~8. Medical/dental offices or clinics.~~

~~C. *Performance Standards.* Class 1, 2, and 3 Home Occupations are limited in accordance with the following performance standards. These limitations apply to business activities at the home related to the home occupation and are not intended to regulate business activities that occur outside of the home. Table 4-4 describes the performance standard limitations.~~

Table 4-4: Performance Standard Limitations for Home Occupations

Category	Home Component	Class 1	Class 2	Class 3
Traffic Generation	Customers	None permitted.	Maximum of one per week.	Maximum of ten per week.
	Deliveries	Maximum of one per week.	Maximum of two per week.	Maximum of ten per week.
	Employees—Either working out of the home or convening at the home at any time.	Limited to residents of the home. No outside employees are permitted to visit the home for business related purposes.	Limited to residents of the home. No outside employees are permitted to visit the home for business related purposes.	Limited to residents of the home plus a maximum of two outside employees who are not residents of the home.
	Other business trips	Maximum of two round trips per day.	Maximum of six round trips per day.	Maximum of the ten round trips per day.
Business Area and Storage	Office space	Maximum of one room.	Maximum of one room in primary residence; or business may be located in separate ancillary on-site building.	Up to 35 percent of gross floor area of primary residence; or business may be located in separate, ancillary on-site building.
	Storage of inventory/equipment	None permitted.	All inventory and equipment must be stored inside. A maximum of one single car stall of a garage area may be utilized. An on-site storage shed or the office may be used instead of the garage stall.	All inventory and equipment must be stored inside. Full garage area or ancillary on-site building may be utilized.
	Storage of chemicals	Limited to common household items, such as bleach or ammonia based cleaning products, stored in a single closet. MSDS sheets not warranted.	All chemicals must be stored inside. A maximum of one single car stall of a garage area may be utilized. An on-site storage shed may be used instead of the garage stall. MSDS sheets required. Fire extinguisher required.	All chemicals must be stored inside. Full garage area or ancillary on-site building may be utilized. MSDS sheets required. A fire extinguisher is required.
Vehicles and Trailers	Vehicle number and type	Maximum of one sedan, SUV, or	Maximum of one sedan, SUV, or pickup truck for business	Maximum of two vehicles for business.

		pickup truck for business		
	Vehicle dimensions	Maximum height—seven ft. Maximum length—20 ft.	Maximum height—seven and one-half ft. Maximum length—22 ft.	Maximum height—eight ft. Maximum length—22 ft.
	Exterior ladders and pipe racks	None permitted.	None permitted if vehicle stored outside of garage.	Permitted.
	Gross vehicle weight	Maximum 8,500 lbs.	Maximum 10,500 lbs.	Maximum 20,000 lbs.
	Trailers	None permitted.	Maximum of one stored in garage.	Maximum of two. May be stored outside if fully screened from public right-of-way and neighboring properties.
Solid Waste Generation	Quantity	Maximum of one 32-gallon residential waste container per week.	Maximum of two 32-gallon residential waste containers per week.	Maximum of four 32-gallon residential waste containers per week.
	Hazardous	None may be disposed of at home.	None may be disposed of at home.	None may be disposed of at home.
Repair and Manufacturing	Repair and manufacturing	None permitted.	Limited minor repair or manufacturing activities are permitted as well as arts and crafts, hobbies, and high tech custom/precision assembly only.	Limited repair or manufacturing activities permitted. Machinery may be operated only in short bursts (defined as no longer than ten minutes per hour with cumulative maximum not to exceed one hour per day).
Signage	On-site	None permitted.	None permitted, although licensee may display license if required by the state.	Maximum of one sign not illuminated, limited to six square feet in size.
	On vehicle(s)	Any vehicle with signage not removable signage must be parked in the garage at all times.	Any vehicle with signage not removable must be parked in the garage at all times.	Permitted.

Advertising	Advertising (includes, but not limited to, telephone directories, newspapers, print media, logos, stationery, and business cards)	Post office box number only and not a street address (unless otherwise required by state law).	Post office box number only and not a street address (unless otherwise required by state law).	May use home address.
Visibility	Visibility from right-of-way and neighboring properties	The home occupation shall not be visible to neighbors. No products display or any aspect of the operation shall be visible outside the dwelling unit.	The home occupation shall not be visible to neighbors. No products display or any aspect of the operation shall be visible outside the dwelling unit.	Except for the sign permitted above, the home occupation shall not be visible to neighbors. Other outdoor activities or operations shall be fully screened from neighboring properties.

4.12.0403. *Home-based Business occupation application, evaluation, and approval procedures.*

A. *Application.* Applications for home-based businesses shall follow the same procedures for acquiring a business tax receipt as outlined in the City's Code of Ordinances: Chapter 16 – Article II – Local Business Tax Receipts and occupation approvals shall be filed on a form provided by the City. The Land Use Administrator may request additional information to ensure that all application materials are sufficient to review the request.

B. *Evaluation procedures to classify a home occupation.*

1. The Land Use Administrator shall determine the classification of the home occupation upon reviewing the application, and determine whether a special exception is required.

2. Depending upon specific impacts and the nature of the operation, the same type of business may be classified differently. For example, a landscape business where all materials, equipment, and trailer are stored offsite may qualify as a Class 1 Home Occupation. A landscape business, where the materials, equipment, and trailer are stored in the home's garage may qualify as a Class 2 Home Occupation. If the landscape business also includes a small plant nursery, it may qualify as a Class 3 Home Occupation.

C. *Approval procedures.*

1. *Permitted home occupations (not a special exceptions)*

a. A development order for a home occupation shall be granted by the Land Use Administrator for permitted home occupations that meet the requirements of this section and do not require a special exception.

b. The Land Use Administrator may add special conditions to the development order for a home occupation related to the operation of the business to ensure compliance with this Code.

c. With regard to Class 2 and Class 3 home occupation development orders, the City shall notify the owners (as listed with the Flagler County Property Appraiser) of the lots immediately abutting the lot and immediately across a road right-of-way from the licensed lot.

~~2. *Home occupation special exceptions*~~

~~a. Home occupation special exceptions shall be noticed and advertised in accordance with Chapter 2 and reviewed by the Planning and Land Development Regulation Board at a public hearing. The Planning and Land Development Regulation Board decision shall be based on the proposed home occupation's adherence to the following standards and criteria:~~

~~(1) A proposed special exception for a Class 3 Home Occupation shall comply with the majority of the Class 2 Home Occupation performance standards. A proposed special exception for a Class 2 Home Occupation shall comply with the majority of the Class 1 Home Occupation performance standards. Further, the application shall be evaluated on the applicant's ability to moderate, lessen, or mitigate for those areas where they cannot meet the Class 1 or Class 2 Home Occupation performance standards to ensure that neighboring properties will not be adversely impacted.~~

~~(2) Additional special exception criteria found in Chapter 2 may be used to evaluate a proposed home occupation, if applicable.~~

~~b. The Planning and Land Development Regulation Board may add conditions related to the unique operational characteristics of the home occupation to ensure compliance with the regulations contained in this Code. The Land Use Administrator shall incorporate these conditions into the development order for the home occupation.~~

~~3. *Development order.* A development order for the home occupation is required for the home-based business. The issuance of a business tax receipt does not imply approval of the home-based business.~~

4.12.~~05~~04. *Inspection and revocation.*

A. *Inspections.* A home ~~occupation -~~based business inspection may be conducted by the City following the issuance of a development order for a home ~~occupation -~~based business~~for any home occupation~~.

B. *Violations and revocation.*

1. The Code Enforcement Board shall determine violations, fines, or penalties for violations of this Code relating to home ~~occupations-~~based businesses. Such violations shall be treated as an unpermitted use within the zoning classification. The Code Enforcement Board shall have the authority to revoke development orders for home ~~occupations-~~based businesses.

~~2. The Planning and Land Development Regulation Board shall have the authority to revoke a special exception for a home occupation.~~

Sec. 4.13. - Houses of Worship/Religious Institutions, Civic Clubs/Fraternal Organizations, and Nonprofit Organizations.

Houses of worship/religious institutions civic clubs/fraternal organizations, and nonprofit organizations shall be allowed as specified in Table 3-4. The following conditions shall apply to these uses:

4.13.01. *Master plan for long range development.* When submitting an application to expand an existing or construct a new house of worship/religious institution, a master plan for long-range development shall be submitted, including future plans for accessory uses such as educational facilities, gymnasiums, or similar facilities.

4.13.02. *Size limitations in the COM-1 District.* Within the COM-1 District, new or expanded houses of worship/religious institutions, civic clubs/fraternal organizations, and nonprofit organizations shall not exceed 30,000 square feet of gross floor area.

Sec. 4.14. - Industrial Uses.

4.14.01. *Industrial use classifications.*

A. *Heavy Industrial (IND-2) uses.* Heavy industrial uses shall include any facility that meets at least one of the following criteria:

1. Emits 500 pounds or more per year of lead or lead compounds; or
2. Emits 100 tons per year or more of any one regulated pollutant (PM10; nitrogen oxides; sulfur dioxide; carbon monoxide; volatile organic compounds; and lead) subject to regulation under F.S. ch. 403 ; or
3. Emits ten tons or more per year of any one hazardous air pollutant (HAP) as defined by Chapter 62-210, Florida Administrative Code; or
4. Emits 25 tons or more per year of any combination of hazardous air pollutants as defined by Chapter 62-210, Florida Administrative Code; or
5. The facility would require a major source Title V air permit as required by the requirements under F.S. ch. 403 ; or
6. Bulk storage of hazardous or regulated chemicals in ~~access~~ excess of 25,000 gallons (excluding diesel and unleaded gasoline fueling facilities exclusively utilized for fueling of vehicles, public water/wastewater treatment and emergency generators); or
7. Large quantity generators of hazardous waste as regulated under Chapter 62-730, Florida Administrative Code; or
8. The following industrial uses are presumed to be considered heavy industrial based upon the above criteria: air curtain incinerators; asphalt plants; concrete batch plants; fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink manufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in Chapter 3, Table 3-4.

This list is not all-inclusive and other uses may be considered heavy industrial based upon the above criteria as determined by the Land Use Administrator.

B. *Light Industrial (IND-1) uses.* All other manufacturing, processing, and assembly activities not meeting one of the heavy industrial criteria listed in this Code shall be presumed to be light industrial, including those uses listed in the IND-1 District outlined in Chapter 3, Table 3-4.

C. *Approvals; permitting.* Approvals, permits, or other forms of written assurances from appropriate federal, state, or local agencies that the use is likely to meet or exceed the specified standards for dust emissions, water consumption, air quality, hazardous, and regulated waste management set forth in Chapter 10 shall be considered competent and substantial presumptive evidence that the use complies with these zoning performance standards for permitting.

4.14.02. *Industrial use performance standards.* Manufacturing, processing, and assembly operations shall meet the following performance standards. Proof of compliance shall be provided stating that all required permits for particular discharges can and will be met. All necessary environmental permits shall

be obtained. Table 4-5 depicts the required performance standards for heavy industrial and light industrial and warehousing uses:

Table 4-5: Performance Standards for Industrial Uses

	Light Industrial & Warehousing (IND 1)	**Heavy Industrial (IND 2)**	**Application Requirements**
Lighting	Lighting shall be in accordance with Chapter 9 of the LDC	Lighting shall be in accordance with Chapter 9 of the LDC	Detail lighting plan
Sound Measured from property line	Residential: 60 dBA (7AM—10PM)	Residential: 60 dBA (7AM—10PM)	Statement of compliance
	Residential: 60 dBA (10PM—7AM)	Residential: 60 dBA (10PM—7AM)	
	Commercial: 65 dBA (7AM—10PM)	Commercial: 65 dBA (7AM—10PM)	
	Commercial: 60 dBA (10PM—7AM)	Commercial: 60 dBA (10PM—7AM)	
	Industrial: 75 dBA (7AM—10PM)	Industrial: 75 dBA (7AM—10PM)	
	Industrial: 75 dBA (10PM—7AM)	Industrial: 75 dBA (10PM—7AM)	
Water Consumption	Consumptive Use Permit specifically approved by SJRWMD	Consumptive Use Permit specifically approved by SJRWMD	SJRWMP CUP permit submittal
Hazardous/Regulated Waste Management	New Large Quantity Generators of hazardous waste as regulated under Chapter 62-730, F.A.C., as amended are prohibited	All hazardous waste generators shall comply with State and Federal regulations	List of potential waste generated and anticipated amounts.
	New chemical containment areas to provide appropriate secondary containment	New chemical containment areas to provide appropriate secondary containment	Statement of compliance
	BMPs developed to prevent potential discharges of regulated substances	BMPs developed to prevent potential discharges of regulated substances	Submittal of BMP plan.

Electrical/Electromagnetic Interference	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Statement of compliance
Air Quality	General Title V or non-Title V	Major Source Title V Permit under F.S. ch. 403 as amended	FDEP permit submittal
	Emits < 500 pounds per year of lead or lead compounds	Emits > 500 pounds per year of lead or lead compounds	FDEP Annual Operating Reports/Permits
	Emits < 100 tons per year of any regulated pollutant	Emits > 100 tons per year of any regulated pollutant	FDEP Annual Operating Reports/Permits
	Emits < 10 tons per year of any one HAP	Emits > 10 tons per year of any one HAP	FDEP Annual Operating Reports/Permits
	Emits < 25 tons of any combination of HAPs	Emits > 25 tons of any combination of HAPs	FDEP Annual Operating Reports/Permits
	BMPs to control dust	BMPs to control dust	
	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential areas	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential districts	Statement of compliance
	Regulated Pollutants shall meet federal and State air quality standards	Regulated Pollutants shall meet federal and State air quality standards	FDEP Annual Operating Reports/Permits/Monitoring
Storage of Hazardous or Regulated Chemicals	< 25,000 gallons permissible	Storage of Hazardous or Regulated Chemicals permissible	FDEP Registration/Inventory; Submittal of SPCC Plan
Fire Prevention Standards	Fire suppression devices shall be installed in accordance with City requirements	Fire suppression devices shall be installed in accordance with City requirements	Site plan and description of fire prevention measures with Fire Marshal/City approval
New Septic Systems	Not permissible	Not permissible	NA

Radioactive Materials	Fixed nuclear density gauges with sources exceeding 50 mCi prohibited	Fixed nuclear density gauges permissible	BRC radioactive material license and protection plan submittal
	Source material other than medical applications uses prohibited	Source material with BRC approval	BRC approval and documentation of RSO and authorized user

Note:

Regulated pollutants = shall consist of PM10, nitrogen oxides, sulfur dioxide, carbon monoxide, volatile organic compounds, lead.

HAP (Hazardous air pollutant) = As defined by Chapter 62-210 F.A.C. as amended.

BRC = Bureau of Radiation Control

RSO = Radiation Safety Officer

Sound = The standards set forth shall not apply to emergency warning devices, lawn care equipment, or construction operations.

Storage of Hazardous or Regulated Chemicals = Aboveground and underground storage tanks regulated by FDEP and utilized for vehicular purposes are permitted in IND-1 and IND-2.

Sec. 4.15. - Nonresidential Controlling Master Site Developments.

4.15.01. *Purpose and intent.* The purpose and intent of this section is to provide standards for a nonresidential controlling master site development. The standards will ensure internal consistency and compatibility with the character of the surrounding neighborhood. Elements of compatibility include the fundamental development pattern of the surrounding neighborhood, predominant building type, and features of site design, scale, and dimensions.

4.15.02. *Applicability.* Nonresidential controlling master site developments and large-scale commercial centers shall comply with the requirements of this section. Such developments shall be planned as a unit and at a minimum, include the following:

A. Shared parking and driveways.

B. Master stormwater facilities.

C. Master drainage system.

D. Pedestrian and vehicular connectivity between sites, structures, and uses.

E. Owners association.

F. Applicable to moderate and major development.

4.15.03. *Development standards.* In addition to the development requirements set forth in this Code, the following requirements apply to nonresidential controlling master site developments:

A. *Building setbacks.*

1. Buildings and ancillary structures within a nonresidential controlling master site development are encouraged to be constructed up to the interior lot line provided a plat has been recorded.

2. Reserved.

3. Setbacks shall be measured from project exterior boundary.

B. *Parking lot orientation.* No more than 60 percent of the off-street parking area for the entire property shall be located between the principal building(s) and the street unless the principal building(s) and/or parking lots are screened from view by abutting development (within outparcels) and additional tree plantings and/or berms.

C. *Pedestrian access.*

1. Continuous internal pedestrian walkways, no less than five feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, taxi stands, street crossings, building, and store entry points and shall feature adjoining landscaped areas that include trees, shrubs, benches, flowerbeds, groundcovers, or other such materials for no less than 50 percent of their length.

2. Sidewalks, no less than five feet in width, shall be provided along the full length of each building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least six feet from the facade of each building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

3. Internal pedestrian walkways shall provide weather protection features such as awnings or porticos within ten feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.

4. All internal pedestrian walkways shall be distinguished from driving surfaces using durable, low-maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.

D. *Public amenities.* A nonresidential controlling master site development shall contribute to the establishment or enhancement of community and public spaces by providing at least two of the following:

1. Patio or seating area.

2. Pedestrian plaza with benches.

3. Transportation center.

4. Window shopping walkways.

5. Outdoor play area.

6. Kiosk area.

7. Water feature.

8. Clock tower.

9. Steeple.

10. Other such focal features or amenities that, in the judgment of the Land Use Administrator based on generally accepted planning principles adequately enhance such community and public spaces.

Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

E. *Outdoor storage, trash collection, and loading areas.*

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.

2. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 20 feet of any public or street, public sidewalk, or internal pedestrian way.

3. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, and other service functions shall be incorporated into the overall design of the building and the landscaping. This is to ensure that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

4. Areas not enclosed for the storage and sale of seasonal inventory shall be permanently defined and screened with walls or fences. Materials, colors, and designs of screening walls or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

5. Temporary sales/displays, such as Christmas trees, landscape materials, and fireworks, shall follow all requirements as outlined in this Code.

F. *Architecture.* All nonresidential controlling master site developments shall comply with architectural standards established in Chapter 13. In addition, the applicant shall provide, upon request, alternative designs or prototypes in addition to any typical corporate prototype. Alternative designs shall be provided to reflect the local character of the surrounding areas. Design templates may include, but not be limited to, Art Deco, Mediterranean, Main Street, and Green Design.

4.15.04. *Wall signage.* Signs shall be consistent and complementary in style, color, and materials to the style, color, and materials of the principal structure. Refer to Chapter 12 for sign requirements.

4.15.05. *Maintenance of property; abandonment.* During any period of vacancy following relocation of the business and prior to reuse, the vacant building shall meet the following standards:

A. All exterior surfaces shall be maintained and in good repair.

B. The exterior walls shall be maintained free from holes, rotting materials, and graffiti.

C. Roofs and buildings shall be maintained in structurally sound, safe, and weather tight conditions.

D. Window glass shall be in place and maintained in a safe and weather tight condition.

E. The grounds shall be maintained and free of trash, stored materials, inoperative or unlicensed vehicles, and equipment.

F. Accessory structures, such as fences, walls, signs, accessory buildings, or other physical improvements, shall be maintained in a safe condition and free of graffiti.

G. Outdoor sales may be permitted on a case-by-case basis in accordance with this chapter.

H. Outdoor security lighting shall be maintained and operated.

I. Landscaping shall be watered, pruned, and weeded as necessary.

(Ord. No. 2009-26, §§ 27—30, 12-15-09)

Editor's note— Ord. No. 2009-26, § 27, adopted December 15, 2009, changed the title of Section 4.15 from "Large-scale commercial center" to "Nonresidential controlling master site developments."

Sec. 4.16. - Marinas.

4.16.01. *General.* Except as expressly set forth in this section, no application shall be approved by the Land Use Administrator and a permit issued unless the application conforms to the requirements of this Code, and the application fees have been paid.

4.16.02. *Applicability.* When permitted as an accessory use, the marina shall be accessory to a developed use on any waterway within the district. Marinas shall be allowed as specified in Table 3-2 and Table 3-4 and subject to the following standards:

A. *Compliance with federal and state laws.* All marina facilities shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the requirements and permits of the Florida Department of Environmental Protection, St. Johns River Water Management District, and the Army Corps of Engineers. Verification that all necessary permits and/or required studies have been obtained shall be submitted to the City prior to commencing construction activities.

B. *Live aboard watercraft prohibited.* Under no circumstances shall a vessel docked or moored off the pier at a noncommercial marina be used as a live aboard watercraft.

4.16.03. *Permit required.* Any person or entity must be issued a marina facility permit before operating a marina facility within the City.

A. Marina facility permit applications shall be considered and acted upon by the Land Use Administrator and, if applicable, the Planning and Land Development Regulation Board, subject to the terms and conditions of this Code. Marina facility permits, when approved, shall be approved in the form of a development order which may be subject to such terms and conditions as the Planning and Land Development Regulation Board or Land Use Administrator may deem appropriate consistent with the provisions of this Code. Except as provided in this section, no person may cause, suffer, or allow construction of a marina facility without first obtaining a permit from the City. Except as provided in this Code, and after issuance of a permit or permit amendment to the marina facility, no person may cause, suffer, or allow the operation of a marina facility without first obtaining from City staff a final inspection and authorization to begin operation of the marina facility as described in this Code.

B. Except as otherwise expressly stated in this Code, any person who is required by this Code to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this Code.

C. A person who already has a permit for a marina facility may commence emergency reconstruction of damaged marina facilities without first obtaining a permit amendment from the City, provided that written notice of the commencement of reconstruction activities is provided to the City within 72 hours of commencement of reconstruction. Within 30 working days of commencement of reconstruction, the marina facility owner shall submit an application for a marina facility permit amendment.

4.16.04. *Review authority.*

A. *Application submittal.* An application for a marina facility permit may be submitted on a form provided by the City and shall include such information as the Land Use Administrator may determine necessary.

B. *Land use administrator.* The Land Use Administrator shall perform the technical review for all marina facilities and shall have the authority to approve issuance of development orders for all noncommercial marina facilities.

C. *Planning and land development regulation board.* The Planning and Land Development Regulation Board shall receive recommendations from the Land Use Administrator for commercial marina facilities. The Planning and Land Development Regulation Board shall have the authority to approve issuance of development orders for all commercial marinas.

4.16.05. *Location and configuration.*

A. *General location standards.*

1. No marina facility shall be permitted to be located or configured to extend into navigable waters of the City to such a distance that it would constitute a navigation hazard or a flood control hindrance or would unreasonably infringe upon public legal use of and access to the water surface.

2. Marina facilities shall not be so located or configured in such a way as to potentially displace boating traffic into shallow areas.

3. In accordance with the City's wetland protection regulations and through avoidance and minimization strategies, proposed marina facilities shall demonstrate that impacts to wetlands have been avoided and/or minimized to the maximum extent practicable.

4. A marina facility site may be approved only when the applicant has demonstrated that the location has adequate depths to accommodate the proposed watercraft use. All marina facilities access shall be through existing channels or through areas greater than three feet in water depth at mean low water. If existing channel or through areas contain less than three feet of low mean water depth and dredging is required, the applicant must demonstrate that the initial dredging operations are necessary and measures were taken to avoid and minimize, to the extent practical, negative impacts to environmental resources of the City including, but not limited to, water quality, threatened and endangered species, fish, and wildlife habitat. The issuance of permits to the applicant from the Army Corps of Engineers and the St. Johns River Water Management District or Department of Environmental Protection shall satisfy the requirements of this provision.

B. *Setback requirements.* Marina facilities shall include the following minimum setbacks for structures located over or on the water surface and related facilities:

1. *Adjoining properties.* A 50-foot setback shall be established from the riparian property line of adjoining waterfront properties for marina facilities located on the Intracoastal Waterway. A 25-foot setback shall be established for other navigable waters of the City.

2. *Public water supply wells.* No commercial marina facility or marine service station shall be located within 500 feet of an existing public water supply well that is licensed and operated in accordance with all applicable law.

3. *Designated swim areas.* No marina facility structure shall be located on or over the water surface within 100 feet from any existing City designated swim area.

4. *Residentially designated property.* No commercial marina building or structures, or marine service station, shall be located within 100 feet of a residential property line, unless otherwise specified within this section of the Code.

C. *Property ownership.*

1. Marinas shall be located on and over the navigable waters of the City that are owned, leased, or otherwise controlled by the applicant, or marina owner, or operator and shall not materially and significantly interfere with established legal rights and privileges of an adjoining property

owner including, but not limited to, those conveyed through covenants, deed restrictions, easements, court judgments, or other legally binding documents.

2. The applicant or marina facility owner or operator shall provide the name and address of the owner of the lot or parcel including, but not limited to, that portion of the lot or parcel under the water surface. The applicant shall provide, at a minimum, the following documentation:

   a. An affidavit, in a form prescribed by the City, stating that the applicant owns, leases, or otherwise controls the lot or parcel over which the marina will be located.

   b. If the applicant, or marina facility owner or operator, and the property owner are different individuals or entities, documentation, such as a lease, easement, or other deed-recorded instrument, supporting applicant's claim that the applicant has the authority from the property owner to locate the marina on or over the lot or parcel.

   c. Other documentation, if required by the City, to demonstrate ownership or control, which may include a title opinion from an attorney or a title insurance commitment, if such ownership or control is questioned. Any such title opinion shall state that the attorney has reviewed the chain of title or other appropriate documents and finds that, in the attorney's professional opinion, the applicant is the owner or has the legal right to construct a marina facility on or over the lot or parcel in question.

3. Dock or slips associated with a noncommercial marina facility shall only be sold, leased, used, or otherwise conveyed to residents of the residential development associated with the noncommercial marina. Deed restrictions acceptable to the Land Use Administrator, shall be required to ensure that residents will be subject to restrictions prohibiting residents from improperly using any dock slips or the marina facility and further obligating the residents observance of all rules and policies established by this Code. Deed restrictions shall require that the marina facility be private and that ownership of the marina facility slips, at a minimum, be restricted to residents. Applicable deed restrictions shall require language that prohibits any rental of dock slips by the residents to the public at large. Unit owners may lease their slip(s) to tenants or other unit owners.

4. Docks or slips as an accessory use in the SFR, DPX, EST, AGR, and MPD zoning districts shall not be sold, leased, used, or otherwise conveyed to anyone other than the owner of the lot, parcel, or tract. If the dwelling unit is leased or rented, the dwelling unit is required to be registered with the City in which the dock or slip is automatically included as part of the registered dwelling unit as the dock or slip is an accessory use to the dwelling. Owners of the dwelling unit shall be held responsible for any vessel moored, docked, and/or stored at the dock or slip.

4.16.06. *Protection of water quality.*

A. *Water exchange and flushing action.* The following requirements apply to all marina facilities:

1. Site and design the marina facility such that wind and currents will aid in flushing of the site or renew its water regularly.

2. Site and design the marina facility such that the bottom of the marina facility and the entrance channel are not deeper than adjacent navigable water unless it can be demonstrated that it will not negatively impact flushing and water quality standards.

3. Design marina facilities with as few segments as possible to promote circulation within the basin.

4. Design and locate entrance channels to promote flushing.

5. Establish two openings, where appropriate, at opposite ends of the marina facility to promote flow through currents; provided, however, that when the establishment of two openings is not practical, as determined by the Land Use Administrator, and adequate flushing action is

demonstrated to the Land Use Administrator for the proposed number of slips, two openings shall not be required.

6. Consider other design alternatives in poorly flushed waterbodies (e.g. open marina basin over semi-enclosed design) to enhance flushing.

7. Land surface drainage patterns shall be designed with swales, contours, shallow depressions, or other acceptable water retention and treatment standards, to minimize direct runoff in surface waters.

8. The dredging of new channels to provide marine facility access to a site may be permitted if an applicant can demonstrate to the Land Use Administrator that such activities will improve or maintain surface water quality and flushing and will not cause a safety hindrance to navigation.

B. *Dredging and spoil management.*

1. An applicant must provide a description of the measures taken to avoid and minimize impacts to submerged aquatic vegetation. Submerged aquatic vegetation means shoal grass, paddle grass, star grass, Johnson's seagrass, sago pondweed, clasping-leaved pondweed, widgeon grass, manatee grass, and turtle grass. Appropriate location and complementary design of the dock facility may be necessary to protect shoreline and aquatic vegetation. Mitigation shall be consistent with federal and state regulations.

2. Dredging activities shall be conducted by a qualified contractor familiar with the applicable best management practices concerning dredging operations. All dredging activities shall obtain all necessary permits from the Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Army Corps of Engineers or any other agency with applicable jurisdiction.

3. As part of the application for marina facilities, a dredging maintenance plan shall be submitted to the City. The plan shall describe best management practices, projected amount of dredge materials, and spoil disposal. The plan shall describe anticipated maintenance dredging activities and anticipated maintenance dredging intervals.

4. Dredging shall be prohibited in those special and Outstanding Florida Waters as provided for by the state unless specifically authorized by the Florida Department of Environmental Protection, the St. Johns River Water Management District, or the Army Corps of Engineers.

5. Dredge spoil shall be disposed of in upland areas as approved by applicable federal, state, and local agencies.

6. Designed engineering controls shall be utilized for marina facilities parallel to the Intracoastal Waterway to minimize maintenance dredging unless it can be clearly demonstrated to the Land Use Administrator that the proposed marina facility will not require excessive maintenance dredging. For the purposes of this Code, excessive maintenance dredging means maintaining adequate water depth at the marina facility by the use of maintenance dredging more than one time in a one-year period. In lieu of requiring engineering controls, the owner or applicant may require the utilization of shallow drafting boats. For the purposes of this Code, shallow drafting boats are designed and approved to draft less than two feet of water.

C. *Erosion, shoaling, and shoreline stabilization.*

1. Applicants proposing a marina facility must address existing and future erosion or shoaling in the proposed design. Each development order will have a general condition, which requires the applicant or owner to utilize appropriate erosion control practices and to correct any current or future adverse erosion or shoaling problems.

2. To help prevent shoreline erosion, facilities adjacent to the Intracoastal Waterway shall stabilize the shoreline through the construction of a coquina rock revetment or other suitable material running the length of the shoreline. The revetment work shall occur above the mean high waterline. If necessary, submerged bulkheads shall be installed parallel to the Intracoastal Waterway to alleviate shoreline erosion and prevent excessive shoaling.

4.16.07. *Design of marina facilities.*

A. *Dimensional standards.*

1. The width of a marina facility, inclusive of all structures, shall not exceed 75 percent of the width of the owner's waterfront property line. Newly created shoreline associated with internal basins may be fully developed with marina facilities provided additional marina facilities are not developed in areas along the Intracoastal Waterway abutting a newly created internal basin. Existing vegetative and environmental features of the area immediately abutting the Intracoastal Waterway shall be preserved to the greatest extent feasible in accordance with the City's tree preservation regulations.

2. Total dock surface area shall not exceed ten square feet per linear foot of the applicant's waterfront property line. Calculations for dock surface area shall include gazebos, access walkways, platforms, catwalks, and other associated water-dependant structures. This standard may be increased to 12.5 square feet per linear foot of the owner's waterfront property line if it can be demonstrated to the Land Use Administrator that the additional coverage results in an improved structural or safety design without adverse environmental impacts.

3. Marina facility structures shall not extend further waterward from the edge of the Federal channel of the Intracoastal Waterway than as permitted by the Army Corps of Engineers or other relevant regulatory authority.

4. Walkways shall be constructed above the water level at all times and shall be structurally sound. Main walkway widths shall be a minimum of four feet wide. If significant pedestrian traffic is likely, the width shall be a minimum of six feet. Finger walkways shall be a minimum of three feet wide. Specific areas shall be designated and constructed to ensure handicap accessibility. Where practicable, dock and decking design and construction shall ensure penetration of light sufficient to support existing shallow water habitats.

5. No marina facility structure shall, at any time, extend to a height of more than 20 feet above the mean high water line. Boathouses within a marina facility shall not exceed 13 feet above the top of adjacent bulkhead or revetment and shall not exceed 18 feet above mean sea level (1929 NGVD).

6. Proposed marina facilities and associated structures shall be constructed in a visually pleasing manner as determined by the Land Use Administrator based upon generally accepted planning principles with the existing terrain and vegetation. Structures shall obstruct as little as reasonably practical scenic views from the shoreline or other navigable waters of the City. Long unbroken extensions of line shall be avoided by alleviating long monotonous structures through architectural design and by separating watercraft slips. A 15-foot no slip buffer shall be required for every 20 watercraft slips.

7. Architectural design shall consider pedestrian access to the shoreline area of the Intracoastal Waterway. Design standards shall include, but are not limited to, step-ways as well as the incorporation of raised spans in the dock design.

8. Boathouses within a marina facility shall utilize "hip" roofs and shall not be enclosed or contain walls. All marina facilities that include slips shall be consistent by either having all slips that contain boathouses or no slips that contain boathouses. Roofs for boathouses shall be of the same material and color. Roofs for any purpose other than for a boathouse or slip,

excluding gazebo type structures, may be permitted by the Land Use Administrator using the same criteria as applicable for variances.

9. Fairways shall accommodate a minimum fairway width of one time the length of the longest boat slip.

10. Channel entrances and the channel leading to a marina facility shall provide safety and ease of passage and to promote flushing. Exclusive of any docks or berths, channels and channel entrances shall be at least 40 feet wide or four times the beam of the widest watercraft berthed in the marina facility unless an adequate channel traffic control program is provided.

B. *Vehicular watercraft launching ramps.*

1. Vehicular launching ramps shall be properly placed and designed to ensure minimal impact on aquatic and terrestrial resources.

2. Vehicular launching ramp slopes shall be designed and constructed between 12 and 16 percent above the waterline and 15 to 20 percent below the waterline at mean high water.

3. If practical, launching ramps shall be paved to approximately five feet below the extreme low tide and contain a gravel shelf at the end of the ramp.

4. For safety purposes, a pier or similar structure shall be provided adjacent to the ramp for boarding and holding a boat while launching. If feasible, piers or similar structure should be provided on both sides of the ramp.

5. To provide adequate traction for vehicles, the surface of the ramp shall be scored or patterned. Deep grooves in concrete should be perpendicular to the slope of the ramp to provide adequate traction for vehicular traction.

6. Ramps shall be adequately maintained and kept free of algae growth and siltration.

7. Adequate safety lighting and appropriate warning signs are required.

C. *Safety design standards and certification.*

1. All marina facilities shall be designed and maintained in such a manner as to ensure public safety.

2. Fire suppression devices and other associated firefighting facilities shall be installed. Accommodations shall be made and approved by the Land Use Administrator to provide appropriate accessibility for firefighting response teams. Marina facilities shall be constructed in such a manner that would not increase the risk of fire to nearby residential dwellings or that would reasonably be deemed to cause an increase in fire insurance premiums of nearby structures.

3. All permit and permit amendment applications for construction or modification or expansion of a marina facility must contain a signed certification from a professional engineer or architect authorized to do business in the state of Florida. The certification must state that the civil, structural, electrical, mechanical, plumbing, and other associated systems of the marina facility are designed to ensure public safety and comply with the most recent editions of the following codes: Florida Building Code, National Electrical Code, Fire Prevention Code, and National Fire Protection Association.

4. Upon completion of construction, expansion, or modification of a marina facility, the applicant shall submit follow-up certifications (as-builts) signed by the engineer, architect, and/or master electrician stating that the construction, expansion, or modification was completed in accordance with above-referenced publications and plans submitted to and approved by the City.

5. With respect to the electrical requirements only, in lieu of an engineer's certification, a master electrician may design and certify the electrical installations and systems of a marina facility as complying with the most recent editions of the National Electrical Code.

4.16.08. *Performance standards.* All marina facilities shall be designed, constructed, and operated to protect the natural resources of the City and prevent wastewater and other pollutants from entering water. Except as otherwise expressly stated in this Code, any person who is required to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this section.

A. *Natural resource analysis statement.*

1. *All marina facilities.* An applicant for a marina facility permit shall prepare and submit as part of the application a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize potential environmental impacts. The applicant shall use the results of the natural resource analysis statement to design and operate the marina facility with the least amount of environmental impact reasonably achievable. The applicant is encouraged to consider for inclusion those best management practices listed below after each specific impact, but may include alternative best management practices that are comparable to those listed.

   a. Solid waste collection and disposal.

   b. Litter and debris collection and disposal.

   c. Watercraft cleaning.

   d. Source pollution control.

2. *Noncommercial marinas.* An applicant for a noncommercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts:

   a. Watercraft sewage management.

   b. Hazardous material storage.

3. *Commercial marinas.* An applicant for a commercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts. Upon two years following application approval and construction, a commercial marina shall pursue a "Clean Marina" designation from the Department of Environmental Protection, Clean Marina Program.

   a. Watercraft sewage management.

   b. Hazardous material storage and pollution prevention.

B. *Threatened and endangered species.* All marina facilities shall comply with all applicable laws, rules, regulations, and Ordinances that relate to the protection of endangered or threatened species or species of special concern or which otherwise protect fish and wildlife.

C. *Dockmaster.* All commercial marina facilities shall provide for a dockmaster. All noncommercial marina facilities that include greater than 40 slips shall provide for a dockmaster. The purpose of the dockmaster is to oversee the proper usage of the facility and to ensure compliance with the applicable provisions and requirements of this section.

D. *Marine service station.* Marine service stations shall be permissible in commercial marinas in compliance with the following provisions:

1. All construction, components, and operational maintenance standards of marine service station fuel systems shall comply with all federal, state, and local regulations and be constructed in a manner to avoid spills. If a spill occurs, it shall be promptly reported in accordance with all federal, state, and local requirements.
2. Provide fueling stations with spill containment equipment, adequate supply of absorbent materials, and other necessary equipment to clean up any minor spills that may occur.
3. Promote the use of oil-absorbing materials in the bilge areas of all watercraft with inboard engines. Encourage the examination of these materials at least once a year and replace as necessary. Provide receptacles to recycle materials, if possible, or dispose of them in accordance with all applicable disposal laws, rules, and ordinances.

E. *Risk management for marina facilities.*

1. *Fire hazards.* No activity shall be conducted, and no materials will be stored of such a nature, or in such a manner, so as to constitute a fire hazard. When an activity is being conducted which could constitute a fire hazard, it shall be the responsibility of the party involved to have proper fire protection on the site as determined by the City Fire Marshal.
2. *Hurricane contingency plan.* Marina facilities shall prepare and make available a hurricane contingency plan, which shall include those methods to be taken to secure property and facilities at a marina facility. Commercial marinas shall provide educational materials that include procedures for securing of watercraft for those who own or rent space at the commercial marina.
3. *Lighting.* Marina facilities shall be continuously lighted from sunset to sunrise and during periods of restricted visibility.
    a. The minimum safety lighting shall adequately define the presence of all structures located on or over the water surface.
    b. When possible, lighting shall be so located and configured or shielded so as not to present a hazard to navigation and to minimize ambient light pollution.
    c. Marina facility lighting shall be wired with a photo-electric cell-operated switch so that the lights will automatically operate.
    d. All watercraft proceeding within the marina confines shall be at "idle speed - no wake", meaning a very slow speed whereby the wake or wash created by the watercraft would be minimal, and shall adhere to any limits related to manatee protection areas.
    e. Personal throwable flotation devices shall be readily available on the marina facility at intervals of every 100 feet at the marina facility. Ladders shall be installed in appropriate locations and intervals to provide emergency access to the surface water within a marina facility.

F. *Prohibited acts.*

1. It is prohibited and unlawful for a watercraft to transmit stray electrical current. Compliance with this requirement will be deemed satisfied when the electrical resistance is more than 1,000 ohms as measured between the water adjacent to the watercraft and all of the three alternating current conductors at the dock end of the shore power cord. This cord, at the time of measurement, must be connected to the watercraft's alternating current terminals. The watercraft's alternating current circuit shall be switched to the "on" position and connected as for normal dockside operation.
2. If a watercraft is found by a certified electrical contractor or a certified marina electrical contractor to be producing stray current, notice shall be given to the owner and a reasonable amount of time provided to correct the problem. Notwithstanding the foregoing, the marina

owner or operator or the dockmaster shall have the authority to disconnect the watercraft from shore power immediately if the level of stray current being produced poses a real and immediate threat to personal safety or the rapid corrosion of the watercraft and/or its neighboring watercraft/structures. If the watercraft is unplugged upon discovery of the stray current, every effort will be made to promptly notify the watercraft's owner as to the action taken. The dockmaster, however, shall assume no liability whatsoever for any losses or damage suffered from the denial of shore power to a watercraft producing stray current. If the problem is not corrected in a reasonable amount of time, the dockmaster will have the right to disconnect the watercraft from shore power until corrective action is taken. If the licensee reconnects the watercraft without being fixed, for any other purpose than stray-current testing, the dockmaster may deny use of shore power. Continued reconnection to shore power, if the watercraft's ground fault has not been corrected, may result in the cancellation of the berth license agreement. Shore power cords shall be of the three wire type including a functioning ground wire with insulation types SO, ST or STO and with a wire thickness in accordance with all applicable building and safety codes. Cords that are found to be a significant hazard to personal safety shall be unplugged immediately.

3. It is prohibited and unlawful to carry, store, or transfer either gasoline or diesel onto any dock of any marina facility, except for less than 25 gallons of premixed outboard motor fuel. All other fueling shall be accomplished at a marina service station or other appropriate location.

4. It is prohibited and unlawful for an owner, operator, or person in command of any watercraft to operate or allow such watercraft to be operated within a marina facility at a speed in excess of posted limits, or in any reckless or negligent manner. Watercraft operators and owners shall be responsible for any damage or injury produced by their creation of an excessive wake within a marina facility.

5. It is prohibited and unlawful to tie up, moor, or operate a watercraft in a marina facility area in such a manner as will prevent or obstruct the passage of other watercrafts or voluntarily or carelessly sink any watercraft in any channel, or float loose timbers, logs, or piles in any channel in such a manner as to obstruct, impede, or create a menace to navigation.

6. It is prohibited and unlawful to swim, dive, water-ski, or skin dive within a marina area; provided, however, that a person may dive or skin dive for the purpose of bona fide scientific research, inspection of the marina or a watercraft, maintenance of a watercraft, or making of emergency repairs on any watercraft.

7. Live-aboard watercraft is prohibited and unlawful in a noncommercial marina facility.

8. It is prohibited and unlawful to discharge any human waste whatsoever, or any substance or material deleterious to fish, plant, or bird life from a watercraft except in a lawful manner. Waste of any nature may only be disposed of in accordance with law and it is prohibited and unlawful to dispose of waste in any manner contrary to law or in a manner that could reasonably result in adverse impact to natural resources or the public health, safety, or welfare.

9. It is prohibited and unlawful to allow a person to perform any work on, or provide any service to any licensee or watercraft within a marina for which such person receives a fee, compensation, or any other thing of value, unless such person has first paid the City's local business tax.

10. It is prohibited and unlawful to conduct any activity that endangers any endangered or threatened species or species of special concern or to threaten, harass, or endanger wildlife in a manner inconsistent with the provisions of federal and state law, regulations, or ordinances.

G. *Abandoned, derelict, and hazardous structures.*

1. No abandoned, derelict, or hazardous marina structures shall be allowed upon navigable waters of the City or shores of the City. Marina facility structures that are likely to damage private or public property or become a hazard to navigation shall not be permissible.
2. The owner, homeowners association, or other legal authority responsible for the marina facility shall be responsible for providing maintenance and repairs of the marina facility and associated structures. Structures that are found to be hazardous to the public health safety, and welfare or damaging to environmental resources, are subject to being removed following written notification by the City.
3. Refer to Palm Coast Code section entitled "Abandoned or Derelict Vessels."

4.16.09. *Inspections.*

A. *Right of entry.* Authorized agents, firefighting personnel, law enforcement officers, or employees of the City shall have the right to enter at all reasonable times in or upon any property, whether public or private, for the purpose of inspecting and investigating conditions relating to construction, modification, or operation of a marina facility or existing marina facility. The City shall not enter private property having management in residence without first notifying the management, or the person in charge at the time of the inspection, of their presence and exhibiting proper credentials. Authorized City employees shall observe the rules of the establishment being inspected concerning safety and fire protection. Nothing in this section, however, shall preclude a law enforcement officer from entering the property without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of the State of Florida.

B. *Final inspection.* When a development order for a marina facility is issued in accordance with the requirements of this Code and upon completion of construction activities, the City will complete a final inspection of a marina facility to ensure that it is in compliance with all applicable regulations and construction standards, and is consistent with approved construction plans prior to operation. The following items shall be provided to the City prior to initiating a final inspection:

1. Four copies of as-builts;
2. Auto Cad format as-builts provided on a compact disc;
3. All original testing reports;
4. All federal, state, and other applicable permits or clearance letters; and
5. Certificate of completion from the engineer stating that the marina facility has been constructed per his/her signed and sealed construction plans.

4.16.10. *Exemptions.* The following are exempt from the provisions of Section 4.16:

A. Docks as an accessory use to a single-family home abutting a single-family lot.

B. Marina facilities existing, or which have not been constructed, but have received local governmental approval prior to August 19, 2008 shall be exempt from the provisions of this Code, but shall be subject to all other applicable permit requirements of any and all agencies with jurisdiction. Any modification to marina facilities to increase the existing number of slips will be subject to the provisions of this Code.

4.16.11. *Deviations and variances.*

A. *Deviations.* The Land Use Administrator may issue a deviation of up to five percent of any development standard contained herein if it is determined that the effect of the deviation is minimal or insignificant and meets the variance conditions in Subsection 4.16.11.B below. Any deviation request shall be submitted in writing and approval shall be issued in writing.

B. *Variance.* The Planning and Land Development Regulation Board shall have the power to grant a variance to the provisions of this Code where strict adherence to one or more of the standards would either: 1) result in an undue hardship demonstrated on the basis of an irregular or unusual shoreline configuration; or 2) result in marina facility design or placement which, for unintended or unanticipated reasons, does not meet the general purposes and intent of this Code. Variance requests shall be in accordance with requirements established in Chapter 2 and shall also be evaluated based upon their effects or impacts on:

1. State surface water quality standards;
2. Endangered and threatened species;
3. Navigability within the marina facility or the abutting waterbodies;
4. Abutting properties including, but not limited to, waterfront usability, views, or riparian rights;
5. The public health, safety, and welfare including, but not limited to, boater safety, the provision of fire safety mechanisms, and provision of adequate sanitary sewer facilities; and
6. The variance, if granted, shall not impair the overall purposes and intent of this Code.

(Ord. No. 2009-26, §§ 31—33, 12-15-09)

Sec. 4.17. - Outdoor Oriented Uses and Activities.

4.17.01. *Outdoor storage in SFR, EST, DPX, MHD, and MFR Districts.* Refer to Chapter 44, Article II in the City of Palm Coast Code of Ordinances.

Refer to Section 4.19 for temporary uses, i.e. special events, and seasonal promotions and sales.

4.17.02. *Outdoor storage in COM, OFC, PSP, IND, P&G, and PRS Districts.* Where outdoor storage is a principal permitted use or a regularly recurring accessory use (not including outdoor displays of merchandise) in nonresidential zoning districts the following requirements shall apply:

A. *Screening.*

1. Screening shall be attained through one of the following options:
   a. Landscape material in conjunction with a black vinyl chain link fence at least six feet in height, or more than six feet when used to screen shipping containers.
   b. Opaque fence or wall meeting the requirements outlined in Section 4.01.
   c. Architectural features consistent with all approved structures on site.
   d. An administrative waiver may be granted by the Land Use Administrator upon a finding that a natural buffer or wetland area adequately screens the area.
2. No merchandise, equipment, machinery, materials, motor vehicles, or other items (including shipping container storage areas) shall be stored above the height of the screening.

B. *Shipping container storage.* Temporary storage of shipping containers is allowed if storage is limited to a 90 calendar day period, with containers not to be replaced within 90 calendar days. Temporary areas used for shipping container storage shall be depicted on site plans. Containers shall be located a minimum of 20 feet from all building openings on a durable all weather surface and shall not be located where visible from any surrounding rights-of-way, in any driveways, fire lanes, pedestrian ways, or parking spaces required to meet the minimum standards for the site.

4.17.03. *Outdoor display of merchandise.*

A. *Outside displays.* Outside retail displays (not including seasonal promotions and sales—refer to Subsection 4.19.04) shall be permitted during normal business hours when located on the same lot as an existing retail business that is operating from an approved building provided that:

1. Outside displays are subordinate and accessory to the existing business;
2. Outside displays are conducted only by the owner or tenant leasing a unit on the site;
3. Outside displays are limited to the goods and services normally offered by the owner or tenant leasing a unit;
4. Outside displays are consistent with the zoning of that parcel;
5. Outside displays do not hinder required access to the site or create safety hazards;
6. Outside displays are located adjacent to the building and not located within any portion of the vehicular use area; and
7. The outside display area was depicted on a site plan.

B. *Vending machines.* A maximum of two vending machines per 100 feet of linear building frontage shall be permitted outside of commercial buildings provided they are located under roof, placed flush against a building wall, and do not obstruct pedestrian accessibility.

Sec. 4.18. - Recreational Vehicle Parks.

4.18.01. *Intent.* It is the intent of the City to provide for areas to be developed for the parking of recreational vehicles, travel trailers, motor homes, camping tents, and trailers occupied as a temporary living quarters in an environment that provides for recreational amenities and on-site conveniences. It is further intended that the individual spaces not be marketed or sold for individual ownership, but that the site be retained in a form of single or common ownership.

4.18.02. *Applicability.* The regulations in this section apply to all developments providing for the accommodation of transient recreational vehicles, camping tents, and trailers in zoning districts that allow such uses as permitted, limited, or special exception.

4.18.03. *Limitations.* Recreational parks are intended for temporary accommodations and shall not be developed for permanent residential use or for homesteading purposes. An occupant shall not remain in the same recreational park for a period exceeding six months in any 12-month period. Spaces shall be rented by the day, week, or month only.

4.18.04. *Permitted uses, facilities, and structures.*

A. Parking of recreational vehicles, travel trailers, motor homes, camping tents, cabins, ~~and~~ trailers, and residential manufactured buildings pursuant to Florida Statute 553.382.

B. Recreational facilities including, but not limited to, community room or center, fields and courts, playgrounds, docks, swimming pools, boat-launching areas, picnic areas, beaches, amphitheaters, outdoor pavilions, and similar facilities.

C. Shower, restroom, laundry, and maintenance facilities.

D. A central clubhouse, which may include an office, restaurant, fitness center, general store, meeting/event space, and similar uses. These types of uses shall be available to guests but may be opened to the public.~~Sale of groceries, sundries, (liquefied petroleum gas, bait, tackle, and supplies).~~

E. Management office and manager or caretaker residence.

F. The only permitted enclosed storage structure and garage facilities are those associated with the park manager or caretaker residence.

G. Free standing screen rooms and/or cabanas may be permitted if such structures are totally independent from the recreational vehicle and shall be constructed in such a manner as not to impede the immediate removal of any recreational vehicle from its designated site.

H. Concrete slabs, decks, and patios may be permitted provided such facilities are detached and structurally independent from the accompanying recreational vehicles and in no way impede the immediate removal of recreational vehicles from the site.

I. An accessory storage area for registered recreational vehicles, boats on trailers, and utility trailers belonging exclusively to park guests, provided this area does not exceed 10 percent of the overall property area. Any such area is subject to screening from public rights-of-way as required by Section 5.04.10.

J. Pet-friendly amenities, including, but not limited to, dog parks, pet wash stations, and pet-friendly designated accommodation areas.

4.18.05. *Development standards.*

A. *Size.*

1. The minimum area for a recreational park shall be three acres.

2. The minimum recreational vehicle space size shall be 30 feet by 60 feet.

3. The minimum tent or camping site size shall be 500 square feet.

4. The minimum cabin or residential manufactured building site size shall be 1,500 square feet.

B. *Setbacks.*

1. All structures shall comply with the minimum building setback requirements of the zoning district upon which the subject property is located, except that no RV, cabin, residential manufactured building, or tent space site shall be located within 30 feet of the project's perimeter.

2. All commercial structures that are accessory to the principal use shall be oriented to the interior of the recreational park.

3. When a recreational vehicle park is adjacent to an existing platted single-family residential subdivision, a minimum perimeter buffer of fifty (50) feet shall be provided between the recreational vehicle park and the adjacent residential subdivision.

C. *Building height.* The maximum building height shall be 35 feet.

D. *Utilities.*

1. Central water and sewer facilities and electricity shall be provided except for primitive campgrounds designed for tents only.

2. Dumpsters for trash and recyclables shall be located no farther than three 300 ~~[~~feet~~]~~ from any individual site.

3. Unless every recreational vehicle site has a sanitary waste outlet, a central pump-out station shall be provided.

E. *Landscaping and buffers.* Landscaping and buffers shall be required as outlined in Chapter 11.

F. *Recreation areas.* There shall be at least one active recreational area comprising at least five percent of the total land area of the project. The recreation area shall be easily accessible to all occupants of the project. Such areas shall be easily accessible to all guests and shall

not include RVs, cabins, residential manufactured buildings, tent sites, street rights-of-way, buffer strips, or storage areas.

G. *Parking.*

1. Parking for individual sites is not required to be paved. However, sufficient space shall be provided at each site to accommodate at least one vehicle.

2. Off-street parking spaces meeting the parking requirements outlined in Chapter 5 shall be provided for all other uses within the recreational vehicle park.

H. *Access.*

1. The recreational vehicle park shall be located ~~near~~ on an arterial or collector road. No entrance or exit to a recreational vehicle park shall be allowed through a residential district. Recreational vehicle parks with a combination of 100 or more recreational vehicle spaces, cabin spaces, or residential manufactured buildings shall provide a secondary access.

2. All accessory structures shall only be accessible from a street within the recreational park.

Sec. 4.19. - Temporary Uses.

The temporary uses included in this section are not meant to be all-inclusive or to address every type of use or special event that may occur from time-to-time. Uses and events not specifically included in this section shall be reviewed by the Land Use Administrator to determine if the proposed use or event is temporary and how it should be regulated. Determinations and requirements established by the Land Use Administrator may be appealed to the Planning and Land Development Regulation Board and the City Council in accordance with the appeal procedures established in Chapter 2.

4.19.01. *Construction trailers.* Construction trailers are permitted to provide contractors with a temporary shelter for office use, project management, and on-site storage of equipment in conformity with the following standards:

A. Only one temporary construction trailer per contractor for office use within the construction site is permitted. Additional trailers may be approved on a case-by-case basis as determined by the Land Use Administrator based upon clear evidence of necessity.

B. The placement of the trailer(s) on the site is subject to review and approval by the Land Use Administrator.

C. The trailer(s) shall be removed within three working days following the Land Use Administrator's acceptance of the construction completion.

D. Approved water and wastewater facilities shall be provided.

E. Pedestrian access shall be provided from the parking area to the office.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per trailer is permitted. The sign area shall not exceed six square feet.

4.19.02. *Model homes.*

A. *Intent and applicability.* This section is intended to ensure that impacts associated with model homes in residential zoning districts are temporary in nature and reasonably controlled. This section is applicable to model homes located in residential zoning districts and does not apply to model home centers located in commercially zoned areas.

B. *General.* The following are required prior to the issuance of a certificate of occupancy for a residential dwelling to be used as a model home:

1. City water and wastewater facilities shall be operating and accessible to the public.
2. Adequate fire protection shall be in place.
3. A stabilized access road shall be in place.

C. *Duration of use.* A residential dwelling unit may be used as a model for a maximum period of five years from the date the certificate of occupancy is issued. Any residential dwelling unit legally permitted as a model as of the effective date of this ordinance shall be permitted to remain as a model home until January 1, 2016.

Permitted and prohibited activities.

1. A model home may be used for activities typical to an "open house" for sale, including tours by a real estate agent and negotiation or execution of sales contracts for the sale of that builder's homes or products.
2. A model home shall not:
   a. Be used as a primary or secondary office for a homebuilder or real estate agent with regard to conducting business activities outside of those permitted above.
   b. Be used for storage of building materials.
3. The garage of the model home may be used as an office for sales staff if separate off-street parking is provided.
4. The garage must be equipped with a standard garage door, unless dedicated off-site parking is provided, excluding rights-of-ways.
5. If the space for the required garage has been converted to space for purposes other than a garage, the space must be converted back to a residential garage and equipped with a standard garage door prior to the sale and use as a dwelling unit.

D. *Hours of operation.* A model home may be open to the public during the following time periods:

1. *Monday through Saturday:* Between the hours of 9:00 a.m. and 6:00 p.m.
2. *Sunday:* Between the hours of 12:00 noon and 5:00 p.m.
3. *Holidays:* Between the hours of 10:00 a.m. and 5:00 p.m.

E. *Signage.* Refer to Chapter 12 in this Code.

F. *Lighting.* Lighting at the sites of model homes shall be limited to interior and exterior lighting normally associated with single-family residences. Exterior flood lights may not be used.

4.19.03. *Sales trailers and leasing offices.* Temporary sales and leasing offices for residential development are allowed in any residential zoning district. In addition to applicable zoning district regulations, a temporary sales and leasing offices must comply with the following standards:

A. The development plan for the residential development shall indicate the location of the temporary sales and leasing offices.

B. Only one sales trailer shall be allowed for every 200 lots or units.

C. Temporary sales and leasing offices proposing to operate for a period of six months or less shall be skirted and landscaped. In addition, temporary sales and leasing offices remaining for a period greater than six months shall be located on a concrete slab or stem wall and shall be skirted and landscaped. Temporary sales and leasing offices may be used for a

maximum period of two years from the date the certificate of occupancy is issued. The Land Use Administrator may grant a one-year extension.

D. Pedestrian access shall be provided from the parking area to the office.

E. Parking shall be provided on a paved surface and shall be designed to prevent the need to back onto a street right-of-way or pedestrian-way.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per office is permitted. The sign area shall not exceed six square feet.

H. Water and wastewater facilities shall be provided.

4.19.04. *Seasonal promotions and sales.*

A. *General requirements.* Seasonal and holiday related promotions and sales including, but not limited to, Christmas tree sales, pumpkin sales, fireworks, etc., may be permitted subject to the following:

1. The use is consistent with the zoning, development, and dimensional standards of that parcel;

2. If a tent, electric, or water is used, a building permit is required;

3. All local business license taxes shall be paid;

4. The use may be permitted for a maximum period of 45 consecutive days;

5. Written, notarized permission from all owners of record of the property, or authorized agent of the owner (must provide proof of being an authorized agent), shall be submitted to the City.

6. A plan shall be submitted illustrating the location of the space for the seasonal sale and depicting, at a minimum, the following:

a. Adequate and safe ingress and egress;

b. On-site parking availability; and

c. Sanitary facilities.

7. The use does not result in the reduction of any existing parking spaces to less than the minimum number of spaces required for the primary use.

B. *Determination of additional seasonal events.* The Land Use Administrator shall determine the types of event, other than those listed herein, that constitute a seasonal holiday related promotion or sale.

4.19.05. *Special events.* Refer to the City of Palm Coast Code of Ordinances.

(Ord. No. 2009-26, § 34, 12-15-09; Ord. No. 2010-13, § 2, 10-5-10)

Sec. 4.20. - Wireless Telecommunications.

4.20.01. *Legislative purposes.*

A. The legislative purposes of this section are to:

1. Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities.

2. Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity and land use compatibility.

3. Establish standards for preferred siting, design and screening by requiring consistency with the City's Wireless Master Plan, consistent with the Telecommunications Act of 1996, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act").

4. Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure thereby establishing more ability to manage selected sites identified in the City's Wireless Master Plan.

5. Encourage coordination and collocation of antennas on existing structures to meet coverage needs and promote the efficient use of existing infrastructure.

6. Accommodate the growing need and demand for wireless communications services in a manner that ensures the placement, construction or modification of wireless communication facilities complies with all applicable state and federal laws.

7. Ensure there is sufficient wireless infrastructure to support public safety communication services throughout the City, including times of evacuation and disaster response.

8. Encourage providers of wireless communication facilities to locate wireless communication facilities in areas where the need is demonstrated and planned for and adverse impacts on the community is minimal.

9. Respond to the rational policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.

10. Ensure that land use decisions are made in consideration of, and in compatibility with, the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and its land development regulations as set forth in the Land Development Code (LDC).

B. It is the intent of this section that all actions of the City be consistent with controlling federal and state law.

C. The City Council of the City of Palm Coast hereby finds and determines that this section is consistent with the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and other controlling law.

4.20.02. *Definitions.*

Ancillary structure means, for the purposes of this section, any form of development associated with a WCF including, but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; provided, however, specifically excluding equipment cabinets.

Antenna means any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna array means a single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element means any antenna or antenna array.

Anti-climbing device means a piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include, but are not limited to, fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Attached WCF means an antenna or antenna array that is secured to an existing base station with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure. An attached WCF is considered to be an accessory use to the existing principal use on a site.

Base Station means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein, or any equipment associated with a tower. "Base station" includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems ("DAS") and small-cell networks).
3. Any structure other than a tower that, at the time the relevant application is filed with the City under this subsection, supports or houses equipment described in subsections (1) and (2) of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this subsection, does not support or house equipment described in subsections (1) and (2) of this definition.

Breakpoint technology means the engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Collocation means to install, mount, maintain, modify, operate, or replace one or more wireless communication facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way. (F.S. § 337.401 (7)(b)7).

Combined antenna means an antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Concealed means a tower, base station, ancillary structure, or equipment compound that is not readily identifiable as a wireless communication facility, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities:

1. Concealed base stations may include painted antenna and feed lines to match the color of a building or structure, faux parapets, windows, dormers, or other architectural features that blend with an existing or proposed [building] or structure.

2. Concealed freestanding towers which look like something else that is common in the region such as a church steeple, bell tower, clock tower, light standard, flagpole with a flag that is proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.

Development area means the area occupied by a WCF including, but not limited to, areas inside or under the following: an antenna-support structure's framework, equipment cabinets, ancillary structures and accessways.

Eligible Facilities Request means any request for modification of an existing tower or base station that, in accordance with the definitions contained in FCC regulations codified at 47 C.F.R. § 1.40001, does not substantially change the physical dimensions of the existing support structure and is requesting:

1. Collocation of new transmission equipment;
2. Removal of existing transmission equipment; or
3. Replacement of existing transmission equipment.

Eligible support structure means any tower or base station that is existing at the time the relevant application is filed with the City under this subsection.

Environmentally Sensitive Lands are as provided in Chapter 10 of the Unified Land Development Code - Environmental and Cultural Resource Protection.

Equipment cabinet means any structure above the base flood elevation including, but not limited to, cabinets, shelters, pedestals, and other similar structures. Equipment cabinets are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

Equipment compound means the fenced area surrounding the ground-based wireless communication facility including, but not limited to, the areas inside or under the following: the tower's framework and ancillary structures such as equipment necessary to operate the antenna on the WCF that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures.

Equipment facility means a room, cabinet, shelter, pedestal, build-out of an existing structure, building, or similar structure used to house ancillary equipment for a communication tower or antenna. Each such cabinet, shelter, or building shall be considered a separate equipment facility.

Existing means a constructed tower or base station existing for purposes of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this subsection.

Expedited collocation application means collocation applications, or portions thereof, on towers or base stations, excluding collocations on a historic building, structure, site, object, or district, that meet the criteria set forth in F.S. § 365.172 (13)(a), as amended.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Feed lines means cables used as the interconnecting media between the transmission/receiving base station and the antenna.

Flush-mounted means any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance shall be

measured from the outside edge of the support structure or building to the inside edge of the antenna.

Freestanding WCF or *collocations* means those where the antenna or antenna array is located on towers, concealed or nonconcealed, together with the ancillary structures, feed lines, equipment shelters, and other necessary facilities, which may be located either on or in the tower.

Geographic search ring means an area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Guyed structure (see tower). Guyed structures for new WCFs are prohibited within the City.

Handoff candidate means a wireless communication facility that receives call transference from another wireless facility, usually located in an adjacent first "tier" surrounding the initial wireless facility.

Lattice structure (see Tower). Lattice structures for new WCFs are prohibited within the City.

Least visually obtrusive profile means the design of a wireless communication facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

Level I refers to a wireless communication facility permit subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

Level II refers to wireless communication facility permit subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-Wireless Master Plan Sites shall require Level II permits. All other installations only require Level I permits.

Micro Wireless Facility (see Section 42-103).

Modification means a modification of an existing tower or base station to increase the height, or to improve its integrity, by replacing or removing one or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

Monopole structure (see Tower).

Non-concealed WCF means a wireless communication facility that is readily identifiable as such and can be either freestanding or attached.

Personal wireless service means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

Public safety communications equipment means all communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public View means a non-amplified visual range of site from rights-of-way, sidewalks, adjacent properties, or other publically accessible vantage points.

Radio frequency (RF) emissions means any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio frequency (RF) propagation means wireless telecommunications signal service area as shown on maps.

Satellite Earth Station means a single or group of parabolic (or dish) antennas are mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include, but is not limited to, the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.

Site means for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower, and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Small wireless facility (See Section 42-103).

Substantial Change means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act;
2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent larger in height or overall volume than any other ground cabinets associated with the structure;
4. It entails any excavation or deployment outside the current site;
5. It would defeat the concealment elements of the eligible support structure; or
6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in subsections (1) through (4) of this definition.

Tower means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Towers do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than 20 feet. A tower may be concealed or non-concealed. Non-concealed towers include:

1. *Guyed structure* means a style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. Guyed structures for new WCFs are prohibited within the City.
2. *Lattice structure* means a self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas. Lattice structures for new WCFs are prohibited within the City.
3. *Monopole structure* means a style of freestanding tower consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

Transmission Equipment means equipment that facilitates transmission for any FCC- licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

WCF (see Wireless Communication Facility).

Wireless communication facility (WCF) means any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Wireless communications means any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing devices described in Part 15 of the FCC's regulations (e.g., wireless internet services and paging).

Wireless Master Plan means the Wireless Telecommunications Master Plan developed and adopted by the City, as amended from time to time, to enforce applicable development standards, land development regulations, state law and federal law related to the deployment of wireless telecommunications infrastructure.

4.20.03. *Applicability.*

A. Except as provided in Section 4.20.04, the following shall apply to the development activities including, but not limited to, installation, construction or modification of the following wireless communications facilities:
   1. Existing towers.
   2. Proposed towers.
   3. Public towers.
   4. Replacement of existing towers.
   5. Collocation on towers and base stations.

6. Attached WCF.

7. Concealed WCF.

B. These regulations are subject to state and federal law limitations.

4.20.04. *Exempt installations.* The following uses are exempt from the provisions of this section notwithstanding any other provision of the City's land development regulations, but are subject to all applicable building code compliance and building permit reviews:

1. Non-commercial, amateur radio antennas as provided for in F.S. § 125.561 .

2. Satellite earth stations that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.

3. A government-owned WCF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City; except that such WCF must comply with all federal and state requirements. This exemption shall terminate upon the state of emergency ending.

4. A government-owned WCF erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.

5. A temporary, commercial WCF, upon the declaration of a state of emergency by federal, state or local government, or determination of public necessity by the City, and approval by the City; except that such WCF must comply with all federal and state requirements. The exemption may be permitted by the City to continue to three months after the duration of the state of emergency.

6. A temporary, commercial WCF for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approved by the City, except that such WCF must comply with all federal and state requirements. Said WCF may be exempt for a period of up to one week after the duration of the special event.

7. Antenna support structures, antennas, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with federal, state and other applicable regulations.

4.20.05. *Wireless Master Plan.*

A. The City has adopted a Wireless Master Plan by Resolution of the City Council. The Wireless Master Plan identifies existing or proposed City or publicly owned sites for wireless communication infrastructure and service.

B. Design standards for proposed towers in the Wireless Master Plan shall be consistent with this Ordinance and the Wireless Master Plan but may be further detailed and addressed through the required lease terms for use of any public property.

C. The Wireless Master Plan was adopted by the City Council by Resolution No. [2018-], as may be amended by City Council resolution hereafter. And, by this reference, the Wireless Master Plan is incorporated herein.

D. The Land Use Administrator or designee may waive application requirements in Section 4.20.09 for sites within the Wireless Master Plan. The applicable requirements are listed in Section 4.20.09.

E. If an applicant receives a permit to develop a site on City-owned property, the permit shall not become effective until the applicant and the City have executed a written agreement or lease setting forth the applicable terms and provisions.

F. No permit granted under this section shall convey an exclusive right, privilege, permit, or franchise to occupy or use the publicly owned sites of the jurisdiction for delivery of wireless communications services or any other purpose.

G. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the agreement between the lessor and lessee.

H. Sites located within the Wireless Master Plan may utilize a standard landscape plan, approved by the Land Use Administrator or designee.

I. Sites within the Wireless Master Plan may utilize alternative compliance standards to access a WCF site, if approved by the Land Use Administrator or designee.

4.20.06. *Preferred siting locations.*

A. All new WCFs and any supporting structures, except for those proposed within the public rights-of-way, shall generally adhere to the following siting preferences, in order of preference:

1. City-owned property identified in the Wireless Master Plan;
2. Other public property identified in the Wireless Master Plan;
3. Other City-owned or public property not identified in the Wireless Master Plan;
4. Privately owned property not identified in the Wireless Master Plan.

B. If the proposed location for the new WCF is not consistent with the preferred hierarchy and the Wireless Master Plan, the applicant must file relevant information as indicated in Section 4.20.09 with the siting application including, at minimum, the following:

1. An affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the geographic preferences established in the wireless master plan, wireless master plan options are not technically ~~in~~feasible, practical or justified given the location of the proposed WCF;
2. An affidavit demonstrating that the proposed site will not adversely affect existing or future single-family uses or environmentally sensitive areas and is not contrary to the City's Comprehensive Plan and Unified Land Development Code; and
3. The existing land uses of the subject and surrounding properties within 300 feet of the proposed site.

C. This section shall not be interpreted to require applicants to locate on publicly-owned sites when lease negotiation processes are prohibitively lengthy or expensive relative to those of the private sector as determined by the Land Use Administrator or designee, based upon competent substantial evidence. The applicant is considered justified in selecting a lower-ranked privately-owned property option if the government entity fails to approve a memorandum of agreement or letter of intent to lease a specified publicly-owned site within 90 days of the application date or if it is demonstrated that the proposed lease rate for the specified public-owned site significantly exceeds the market rate for comparable privately-owned sites.

4.20.07. *Permitted uses.*

A. The placement, maintenance or modification of WCFs shall be permitted only in accordance with the wireless communication permit, and the land development requirements of this Code. The placement or maintenance of wireless communication facilities in the public rights-of-way shall comply with the regulations of Chapter 42 of the Code of Ordinances:

B. Applicable permits. All applications shall meet the review timeframes as shown in Section 4.20.10.

1. Level I wireless communication facility permit. All applicable non-exempt applications to place, maintain, modify, or collocate wireless communications facilities, not subject to special exception use approval, shall be subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

2. Level II wireless communication facility permit. All applicable non-exempt applications to place, maintain, or substantially change wireless communications facilities that do not qualify for an administrative permit shall be subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-master planned sites shall require Level II permits. All other installations only require Level I permits.

3. Communications Rights-of-Way Permit. All non-exempt applications to place, maintain, modify, or collocate wireless communications facilities within the public rights-of-way shall be subject to the review and approval requirements set forth in Chapter 42, Code of Ordinances, and the applicable land development regulations set forth herein. Wireless communication facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

4. Eligible facilities requests. Any request for modification of an existing tower or base station involving collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment that does not substantially change the physical dimensions of such tower or base station shall be reviewed and processed in accordance with the provisions set forth in Section 4.20.12.

C. Expedited collocation applications.

1. Expedited collocation applications for antenna on towers. In accordance with F.S. § 365.172 , collocation of antenna on towers, including nonconforming towers, are subject only to building-permit review, which may include a review for compliance with this section, if the applicants meet the following requirements:

a. The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower; and

b. The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment facilities and ancillary facilities, except as allowed under this section; and

c. The collocation consists of antennas, equipment facilities, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennas placed on the tower and to its accompanying equipment facilities and ancillary facilities and, if applicable, applied to the tower supporting the antennas. Such regulations may include the design and aesthetic requirements but not procedural requirements, other than those authorized by this subsection, of the applicable land development code in effect at the time the initial antenna's placement was approved.

Such collocations shall not be subject to the design or placement requirements of the land development code in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antenna placement approval, to any other portion of the land development code, or to public hearing review. Such collocation applications shall be decided by the Land Use Administrator or designee.

2. Expedited collocation applications for antenna on base stations. In accordance with F.S. § 365.172 , except for an historic building, structure, site, object, or district, the following collocation applications on all other existing base stations shall be subject to no more than administrative review for compliance with this section and building permit standards if they meet the following requirements:

   a. The collocation does not increase the height;

   b. The collocation does not increase the existing ground space area, otherwise known as the compound, if any, approved in the site plan for the equipment facility and ancillary facilities.

   c. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure in effect at the time of approval of the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this subsection at the time of the collocation application; and

   d. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with subsection (c), and were applied to the initial antennas placed on the structure and to its accompanying equipment facility and ancillary facilities and, if applicable, applied to the structure supporting the antennas.

3. If only a portion of the collocation does not meet the requirements of any of the above subsections, such as an increase in the height or a proposal to expand the ground space approved in the site plan for the equipment facility by more than 400 square feet or 50 percent, where all other portions of the collocation meet the requirements of this subsection, that portion of the collocation only may be reviewed as set forth in subsection (6) below. A collocation proposal under this subsection that increases the ground space area approved in the original site plan, for equipment facilities and ancillary facilities, by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall require no more than administrative review for compliance with the City's regulations; including, but not limited to, land development code and building permit review; provided, however, that any collocation proposal that increases the original compound size more than such greater cumulative amount shall be reviewed as if it were a new communications facility.

4. Any existing tower, including a nonconforming tower, may be structurally modified to permit collocation, or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if the replacement tower is a monopole tower, or if the pre-existing tower is a stealth tower, the replacement tower is a similar stealth tower.

5. The owner of the existing tower on which the proposed antennas are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development code to which the pre-existing tower must comply, including any aesthetic requirements, provided the condition or requirement is consistent with this subsection.

6. Collocations or portions of collocations that are not exempt from this section and do not fall under the provisions of subsections 4.20.07.C(1) through (4), shall be reviewed through a full permitted use review. Those located on historic structures or in historic districts, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4.20.08. *Development standards.*

A. *General:*

1. All development standards and land development code regulations relating to the property upon which the WCF is located shall apply. Additionally, where permitted as provided in Section 4.20.07, the following development standards apply to all attached collocations and all new, modified, or combined WCF installations. Where any environmentally sensitive lands, historic or scenic overlay districts or corridor plans also apply, the most restrictive standards shall govern.

2. Cabinets shall be provided within the principal building, behind a screen on a rooftop or on the ground within the fenced-in and screened equipment compound. This is not required if out of the public view.

3. All equipment compounds shall be enclosed with a wood/brick/masonry fence or otherwise secured and screened with opaque landscaping. Fencing shall be subject to the requirements as outlined in the LDC.

4. WCF equipment compounds shall be landscaped as required in Chapter 11 of the LDC. Wireless Master Plan sites may utilize a standard alternative landscape plan approved by the Land Use Administrator or designee.

5. Attaching commercial messages for off-site and on-site advertising to a WCF is prohibited and unlawful. The placement of a religious symbol as part of the concealment of a WCF shall not be considered prohibited commercial messages or signage. The only signage that is permitted upon a tower, equipment cabinet, or fence shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). On permitted signs which are not located on a tower, cabinet or fence, a WCF may be concealed inside such signage, provided that all applicable standards for both the signage and the concealed WCF are met.

6. Lighting on WCFs, if required by the FAA, shall not exceed the FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA to minimize the potential attraction to migratory birds. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with FAA requirements. Any security lighting for on-ground facilities and equipment shall be in compliance with the LDC.

7. Each WCF and its equipment compounds shall be constructed and maintained in conformance with all applicable building code requirements.

8. Equipment compounds shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). It is prohibited and unlawful to allow an outdoor storage yard in a WCF equipment compound or to use the equipment compound as habitable space.

9. The WCF shall comply with all applicable federal, state and local regulations.

10. The WCF applicant shall comply with all applicable American National Standards Institute (ANSI) standards as adopted by the FCC.

11. Each WCF shall be designed to ensure that no sound emissions from machinery, alarms, bells, buzzers, or similar noise making devised are audible beyond the perimeter of the equipment compound and shall comply with the City of Palm Coast

Code of Ordinances. Emergency backup power generators are allowed to operate in short term maintenance durations, and during power outages.

12. Building permits. A building permit shall be required for the construction, modification, and collocation of all WCFs, including any accessory structures or equipment, as provided in Section 4.20.07 above. A compliance letter from the State Historic Preservation Office of Cultural and Historic Programs of the Florida Department of State is a condition of receiving a building permit.

13. The WCF and its equipment compound shall be subject to the setbacks of the underlying zoning district. Antennas may extend a maximum of 30 inches into the setback. However, no antenna or portion of any structure shall extend into any easement.

B. *Attached WCFs:*

1. Attached WCFs may be permitted in all zoning districts. The top of the attached WCF shall not be more than 20 feet above the existing or proposed building or structure.

2. Feed lines and antennas shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed in order to blend with the existing structural design, color, and texture and in order to provide the least visually obtrusive profile.

C. *Freestanding WCFs:*

1. All new freestanding WCFs shall meet minimum lot size standards of the underlying zoning district and are subject to the LDC.

2. New freestanding towers shall be configured and located in a manner that shall minimize adverse effects including, but not limited to, visual impacts on the landscape and adjacent properties. New freestanding WCFs shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural design, height, scale, color and texture, and shall have the least visually obtrusive profile.

3. Grading shall be minimized and limited only to the area necessary for the new WCF as approved by the Land Use Administrator or designee.

4. All support structures shall be certified to comply with the safety standards contained in the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) Document 222-F, Structural Standards For Steel Antenna Towers and Supporting Structures, as amended, by a Florida professional engineer.

5. Freestanding towers may only be permitted as monopole towers. Guyed and lattice structures are prohibited, unless the applicant demonstrates to the City by clear and convincing evidence that monopole towers are not feasible to accommodate the intended uses. Freestanding monopoles are prohibited from single-family or multi-family residential districts unless the applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district. The City shall cooperate to determine an appropriate location for the freestanding tower of an appropriate design within the residential district. The applicant shall reimburse the City for all reasonable costs incurred by the City for this cooperative determination.

6. The height of a new monopole tower shall not exceed the heights provided in the table below:

Freestanding Non-Wireless Master Plan Sites

Zone	Maximum Height WCF
Single family Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
Multifamily Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
MPD	As determined by the MPD ordinance, unless within a Wireless Master Plan
All other districts	Up to 150 feet.
Wireless Master Plan Sites	
All districts	Up to 150 feet.

7. In calculating the height limit, above ground foundation shall be included, but lightning rods or lights required by the FAA that do not provide any support for antennas shall be excluded. If the freestanding WCF is located within the Wireless Master Plan, the maximum height may be up to 150 feet.
8. A freestanding monopole and its equipment compound shall be subject to the land development code regulations applicable to the underlying zoning district. The minimum setback distance for a freestanding tower shall be 150 feet from any residentially zoned or platted property. Freestanding monopoles are not allowed in residentially zoned or platted property. In the event of any conflict between this section and the Land Development Code, this section shall control.
9. New towers shall maintain a galvanized gray finish or other approved contextual or compatible color and provide the least visually obtrusive profile, except as required by Federal regulations. The level of required concealment for antenna placement shall be determined based upon the visibility and location of the proposed tower and the network objectives of the desired coverage area.
10. All new or modified freestanding WCFs shall be engineered to maximize collocation.

D. *Attached Collocation or Combined WCFs:*

1. An attached collocation or combined WCF shall not increase the height of an existing tower or base station by more than 20 feet, unless required by Federal law. The maximum total height shall be 150 feet.

2. The City may require new antenna to be flush-mounted or concealed on a case by case basis, if it is determined that a practical visual and aesthetic benefit can be achieved if in the public view. If the applicant demonstrates through RF propagation analysis that flush-mounted or concealed antennas will not meet the network objectives of the desired coverage area, this requirement shall not apply. This provision does not apply to Wireless Master Plan Sites.

4.20.09. *Submittal requirements for Level I and Level II permits.*

A. *Application form.* Requests for Level I and Level II wireless communication permits shall be made only on application forms approved by the City. Applications shall contain all information required by this land development code and other City regulations, and shall be reviewed for completeness.

B. *Application materials.* In addition to the application materials specified in this code for the appropriate type of review, all applications shall provide sufficient materials (plans, graphics, narratives, or expert statements) to demonstrate compliance with all applicable requirements of this section.

1. Level I and Level II applications shall contain the following:

a. Application.

b. A site plan addressing the development standards of the LDC. If applicable, an application meeting the special exception requirements of Section 2.07 of the LDC shall be submitted.

c. An affidavit by a RF engineer demonstrating compliance with Section 4.20.05. If a non-master plan site is proposed, the affidavit must address why master plan sites are not technically feasible, practical or justified given the location of the proposed WCF communications facility.

d. FCC documentation including a copy of FCC license submittal or registration, and FCC license or registration.

e. Proposed maximum height of the WCF including, but not limited to, individual measurement of the base, the tower or base station, and lightning rod.

f. Photo-simulated post-construction renderings of the completed proposed tower, base station, equipment cabinets, and ancillary structures from locations to be determined during a mandatory pre-application conference. The renderings shall include proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from a maximum of four vantage points chosen by the City with consultation with the applicant.

g. If the proposed WCF is subject to FAA regulation, then, prior to issuance of a building permit, evidence of compliance with applicable FAA requirements under 14 C.F.R. § 77 et seq., as amended, together with any FAA "no hazard" determinations concerning the WCF (if applicable) shall be timely provided by the applicant to the City.

h. In order to facilitate the regulation, placement, and construction of WCFs and to ensure that all parties comply with the rules, regulations and applicable guidelines of the FCC, each owner of a WCF or applicant for a WCF shall provide an affirmative statement that it will comply with all applicable federal, state and local statutory and regulatory requirements.

i. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, or for applications for new WCFs or attached collocations that increase the height of an existing structure, as needed to determine if the proposed height is necessary to provide the carrier's designed service, materials detailing the locations of existing WCFs to which the proposed antenna will be candidate for placement, including, but not limited to, latitude and longitude of the proposed and existing antenna. This material is not required for Wireless Master Plan sites.

j. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, a map showing the designated search ring. This map is not required for Wireless Master Plan sites.

k. With regard to attached collocations, attached and combined WCFs, the applicant shall also submit:

   i. Certification furnished by a Florida registered professional engineer that the WCF has sufficient structural integrity to support the proposed antenna and feed lines in addition to all other equipment located or mounted on the structure.

l. With regard to freestanding concealed or non-concealed WCFs, and modification of WCFs, for non-Wireless Master Plan sites only, the applicant shall also submit:

   i. A report and supporting technical data demonstrating that all antenna attachments and collocations, including all potentially useable utility distribution poles or transmission towers and other elevated structures within the proposed geographic search ring, and alternative antenna configurations have been examined, and found unacceptable. The report shall include reasons that existing facilities such as utility distribution poles and transmission towers and other elevated structures are not acceptable alternatives to a new freestanding WCF. The report regarding the adequacy of alternative existing WCFs or the mitigation of existing WCFs to meet the applicant's need or the needs of service providers indicating that no existing WCF could accommodate the applicant's proposed WCF shall demonstrate any of the following:

      a. No existing WCFs located within the geographic search ring meet the applicant's engineering requirements, and why.

      b. Existing WCFs are not of sufficient height to reasonably meet the applicant's engineering requirements, and cannot be increased in height.

      c. Existing WCFs do not have sufficient structural integrity to support the applicant's proposed WCFs and related equipment, and the existing WCF cannot be sufficiently improved.

      d. Other limiting factors that render existing WCFs unsuitable.

   ii. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from four vantage points chosen by the City with consultation with the applicant, including the facility types the applicant has considered and the impact on adjacent properties including, but not limited to:

      a. Overall height.

      b. Configuration.

c. Physical location.

d. Mass and scale.

e. Materials and color.

f. Illumination.

g. Architectural design.

This does not apply to Wireless Master Plan sites.

iii. If applicable, the applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed WCF on all adjacent properties assigned a residential land use designation or zoning district. This does not apply to Wireless Master Plan sites.

iv. A certification by a Florida professional engineer that the WCF has sufficient structural integrity to accommodate the required and a proposed number of collocations.

v. A certification by a Florida professional engineer specifying the design structural failure modes of the proposed WCF, if applicable.

vi. Identification of the proposed intended service providers of the WCF.

m. With regard to antenna element replacements.

i. Any repair or replacement of an existing antenna or antenna array with another of equal number that does not increase the number and/or size of transmission lines, and that is not readily discernibly different in size, type and appearance when viewed from ground level from surrounding properties, as reasonably determined by the City, and which will not alter the structural integrity of the support structure, is exempt from further review, provided that a notarized certification is submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure and that any changes will not affect electrical specifications.

ii. For any repair or replacement of an existing antenna or antenna array on a WCF that changes the mechanical, structural or electrical specifications of the WCF, but does not increase the number and/or size of feed lines and does not increase the number and/or size of antenna elements to the existing WCF, the applicant must, prior to making such modifications, apply for a new building permit review for such requested changes, and, for structural changes to freestanding WCFs, shall provide, in addition to any other documentation necessary for building permit review, a stamped or sealed structural analysis of the existing freestanding WCF prepared by a Florida professional engineer indicating that the existing tower or base station as well as all existing and proposed appurtenances meets the City and Florida Building Code requirements (including, but not limited to, wind loading) for the tower or base station.

n. With regard to the replacement of or modification to an existing WCF, except a tower. The replacement of or modification to a WCF, except a tower, that results in a WCF facility not readily discernibly different in size, type and appearance, when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the Land Use Administrator, are subject only to building permit review.

2. Level II applications.

a. A completed special exception approval application, and all items required pursuant to Section 2.07, including compliance with all applicable special exception requirements.

C. *Disclosure of ownership.* A notarized affidavit from all owners having a legal, equitable, or beneficial ownership interest in the tower or base station, or privately owned real property upon which a facility is or will be located or collocated, granting permission to the applicant to locate upon such real property, or attach to the tower or base station being collocated upon or attached to.

D. *Submission of fee.* All applications must be accompanied by the permit fee as established by resolution of the City Council.

4.20.10. *Application Review Process.*

A. *A pre-application conference is required.* To minimize issues related to permit application, prior to submitting materials for a permit application, an applicant must request a pre-submittal meeting with the Land Use Administrator or designee. The City shall undertake efforts to accommodate an applicant's request for a pre-application conference within ten business days of a request.

B. *Expert review.* The City may require that all wireless communications permit applications be reviewed by a third-party consultant or expert at the expense of the applicant for compliance with the requirements set forth herein. No permit shall be issued to any applicant that has not fully reimbursed the City for the third-party review fees, which shall be limited to the specifically identified reasonable expenses incurred in the review.

C. *Application Review Timeframes: "shot clock".* The City's action on proposals to place, maintain, modify, or collocate wireless communications facilities shall be subject to the applicable standards and timeframes set out in F.S. § 365.172 , 47 U.S.C. § 1455 (a) and Orders issued by the FCC, as same may be amended from time to time. All Federal and State "shot clock" timeframe guidelines that apply to any particular permit are hereby recognized by the City, and the City will make all reasonable efforts to comply. Except for eligible facilities request applications reviewed in accordance with Section 4.20.12, the following procedures apply to installation of a new WCF or modification:

1. Notification of completeness. The Land Use Administrator or designee shall notify the applicant within 20 business days after the date the application is submitted as to whether the application is, for administrative purposes only, properly completed and has been properly submitted in accordance with the requirements set forth above. However, such determination shall not be deemed as an approval of the application. Such notification shall indicate with specificity any deficiencies which, if cured, could make the application properly completed.

2. Expedited collocation applications. The City shall grant or deny each properly completed expedited collocation application for collocation based on the application's compliance with this section, applicable provisions of the City Code and any other applicable regulations, and within the normal timeframe for a similar building permit review, but in no case later than 45 business days after the date the application is determined to be properly completed. This timeframe shall not apply to lease negotiations for collocation on City-owned property.

3. All other applications. The City shall grant or deny each properly completed application for any other non-exempt WCF, including special exception approvals and collocations that do not qualify for an expedited collocation, based on the application's compliance with this section and any other applicable law, including but not limited to the City Code, and within the normal timeframe for a similar type of review, but in no case later than

90 business days after the date the City determines the application is completed. This timeframe shall not apply to lease negotiations for wireless communications facilities on City-owned property. Collocations located on historic base stations, or within a historic district, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4. An application is deemed submitted or resubmitted on the date the application is received by the City. If the City does not notify the applicant in writing that the application is not completed in compliance with the City's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the City's regulations, the City shall so notify the applicant in writing indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, would make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the City shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. However, if applicant does not cure the application deficiencies within 20 business days after receiving the notice of deficiencies, the application shall be considered withdrawn or closed unless an extension, due to reasonable circumstances, of the time to cure is requested by the applicant prior to the expiration of the 20-day period, and such extension is granted by the Land Use Administrator or designee.

5. The timeframes specified above may be extended, but in no case longer than 90 calendar days for collocations, and 150 calendar days for new installations, and only to the extent that the application has not been granted or denied because the City's procedures generally applicable to all other similar types of applications require action by the City Council or Planning and Land Development Regulation Board, and such action has not taken place within the specified timeframes. Under such circumstances, the City Council or Planning and Land Development Regulation Board, as applicable, shall either grant or deny the application at its next regularly scheduled meeting, or, otherwise, the application shall be deemed automatically approved; accordingly, the Land Use Administrator or designee may by letter to the applicant extend the timeframe for a decision until the next available scheduled meeting date of the City Council or Planning and Land Development Regulation Board as to whether to grant or deny an application for a permit. To be effective, a waiver of the timeframes set forth herein must be voluntarily agreed to by the applicant and the City. The City may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, the City may require a one-time waiver in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the City. Notwithstanding the foregoing, the City and an applicant may voluntarily agree to waive the timeframes set forth above.

D. *Appeals.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this Section 4.20 may appeal such decision to the Planning and Land Development Regulation Board in accordance Section 2.16.01 of the LDC.

4.20.11. *Interference with public safety communications.*

A. The City adopts a policy of requesting prior notification of activation or modification of WCF facilities as provided for in 47 C.F.R. § 22.973 and 47 C.F.R. § 90.675 and in accordance with those provisions, WCF providers shall notify the Land Use Administrator or designee

prior to a new site activation or existing site modification and provide the information required by the federal regulations.

B. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

1. The City shall provide notification to all WCF service providers operating within 5,000 feet of the public safety communications equipment at issue, in accordance with the procedures indicated in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674, using the website www.Publicsafety800mhzinterference.com. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674 and following the applicable FCC adopted Best Practices Guide, as may be amended or revised by the FCC from time-to-time.

2. If any WCF owner fails to cooperate with the City in complying with the owner's obligations under this section and if the FCC makes a determination of radio frequency interference with the City public safety communications equipment, an owner who fails to cooperate and/or the owner of the WCF which caused the interference, shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all reasonable costs associated with ascertaining and resolving the interference including, but not limited to, any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674.

4.20.12. *Eligible Facilities Requests.*

A. *Applicability and Intent.* This section implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act") as interpreted by the Federal Communications Commission's ("FCC") Acceleration of Broadband Deployment Report and Order dated October 21, 2014, which requires local governments to approve any eligible facilities request for modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. This section shall apply only to eligible facilities requests for an eligible support structure that is a legal conforming or legal nonconforming structure at the time a completed eligible facilities request is submitted to the City. To the extent that the nonconforming structures and use provisions of the City of Palm Coast LDCs would operate to prohibit or condition approval of an eligible facilities request otherwise allowed under this section, such provisions are superseded by this section. This subsection shall not apply to an eligible facilities request replacement of the existing tower or base station. This subsection shall also not apply where the WCF requested to be modified is located upon a City-owned structure, or upon non-right-of-way property which is either City-owned or City-leased.

B. *Sole and Exclusive Procedure.* Except as may otherwise be provided in this section, and notwithstanding any other provisions in the City Code, the provisions of this section shall be the sole and exclusive procedure for review and approval of an eligible facilities request which the applicant asserts is subject to review under the Spectrum Act. To the extent that other provisions of the City Code establish a parallel process for review and approval of a project application for a proposed eligible facilities request, the provisions of this section shall control. In the event that an application for a project approval includes a proposal to modify an eligible support structure, and the applicant does not assert in the application that the proposal is subject to review under Section 6409 of the Spectrum Act, such proposal shall not be entitled to review under this section and may be subject to review under other applicable provisions of the City Code.

C. *Application Requirements.* No eligible facilities request shall be deemed complete unless it is in writing, accompanied by the application fee, includes the required submittals, and is attested to by the authorized person submitting the application on behalf of the applicant. The application shall be submitted on a form prepared by the City. The applicant shall be obligated to demonstrate conclusively that the proposed modification satisfies the standards set forth herein and that the modification shall meet all applicable building codes.

D. *Review of Application.* The City shall review an eligible facilities request application to determine if the proposed modification is subject to this section, and if so, if the proposed modification will result in a substantial change to the physical dimensions of an eligible support structure.

E. *Timeframe for Review.* Within 45 calendar days of the date on which an applicant submits a request seeking approval under this subsection, the City shall approve, and may not deny, an eligible facilities request, unless it determines that the application is not covered by this section or proposes a substantial change to the physical dimensions of the eligible support structure.

F. *Tolling of Timeframe for Review.* The 45-day period begins to run when the application is filed with the Land Use Administrator or designee in person during the City's regular business hours, and may be tolled only by mutual agreement, or in cases where the City determines that the application is incomplete.

1. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 calendar days of receipt of the application, clearly and specifically delineating all missing documents or information.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

3. Following a supplemental submission, the City shall have ten calendar days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the same procedure used for the first notice of incompleteness. Except as may be otherwise agreed to by the applicant and the City, second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

4. Notices of incompleteness from the City shall be deemed received by the applicant upon the earlier of personal service upon the applicant, three days from deposit of the notice in the U.S. Mail, postage prepaid, to the applicant, or by electronic mail if the applicant has agreed to receive notices in such a manner.

5. If after submittal of the application the applicant modifies the eligible facilities request, the modified application shall be considered a new application subject to commencement of a new application review period.

G. *Approval or Denial.* An eligible facilities request shall be approved, and an eligible facilities permit issued, upon determination by the City that the proposed modification is subject to this section and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities request shall be denied upon determination by the City that the proposed modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure.

H. *Denial.* A denial of an eligible facilities request shall be in writing and shall set forth the reasons for the denial.

I. *Remedies.* Applicant and City retain any and all remedies that are available at law or in equity and any action challenging a denial of an application or notice of a deemed approved remedy, may be brought in a court of competent jurisdiction within 30 days following the date of the denial or following the date of notification of the deemed approved remedy.

J. *Applicable Code Requirements.* Nothing in this section shall relieve the applicant from compliance with applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety. Any approved eligible facilities request may be conditioned upon compliance with such codes and other laws.

K. *Expiration of Approval.* An approved eligible facilities request shall be valid for a term of 180 days from the date of approval or the date the application is deemed approved.

L. *Not Covered as an Eligible Facilities Request.* Should the City determine that an applicant's request is not covered by Section 6409(a) of the Spectrum Act, the presumptively reasonable timeframe under 47 U.S.C. § 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the City's decision that the application is not a covered request. To the extent such information is necessary, the City may request additional information from the applicant to evaluate the application under 47 U.S.C. § 332(c)(7), pursuant to the limitations applicable to other reviews under that statute.

M. *Failure to Act.* In the event the City fails to approve or deny a request under this section within the timeframe for review, accounting for any tolling, the request shall be deemed granted. The application deemed granted does not become effective until the applicant notifies the City in writing after the review period has expired, accounting for any tolling, that the application has been deemed granted.

4.20.13. *Abandonment.*WCFs and equipment compounds shall be removed, at the owner's expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided in Section 4.20.09, in which case the removal shall occur within 180 days of cessation of use. An owner may apply to extend the time for removal or reactivation by submitting an application stating the reason for such extension. The City may extend the time for removal or reactivation up to 90 days upon a showing of good cause. If the WCF or antenna is not removed in accordance with the requirements of this section, the City may give notice that it will contract for removal within 60 days following written notice to the owner. Thereafter, the City may cause removal of the WCF and equipment compound with all costs being borne by the owner. The City may record a lien against the property in the amount of all costs and expenses of the City. Upon removal of the WCF, the equipment compound and the foundations, including two feet below ground level, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current use of the land at the time of removal. The cost of rehabilitation shall be borne by the owner. Except as provided herein, the abandonment of WCFs within public rights-of-way shall be managed in accordance with the procedures set forth in Section 42-123, City Code of Ordinances. Any special exception approval for a WCF shall automatically expire 180 days from the date of abandonment without reactivation, or upon completion of dismantling and removal, whichever is first, or pursuant to the notice required by Section 42-123 of the City Code of Ordinances.

4.20.14. *Code enforcement.*

A. The City may enforce the provisions of this section in accordance with the provisions of applicable state law and pursue any and all available legal remedies.

B. The City shall engage in a program of periodic inspections to ensure continuing adherence to the standards of this section and to ensure that WCFs are being appropriately maintained.

4.20.15. *Compliance with state and federal regulations; preemption.* In implementing this section and the provisions set forth herein, the City shall comply with applicable state and federal regulations, and the provisions of this section shall be given force to the maximum amount and greatest extent permissible

under state and federal law. Except as authorized pursuant to state and federal law, in the event of any conflict between the terms of this section and state or federal law, state and federal law shall control. In the event any provision of this section is specifically preempted, or judicially determined to be preempted by state or federal law, then the preempted provision shall automatically be deemed null and void and the superseding provision of state or federal law shall prevail.

(Ord. No. 2018-02 , § 5(Att. A), 2-6-18; Ord. No. 2020-11 , §§ 2, 3, 10-6-20)

Editor's note— Ord. No. 2018-02 , § 5(Att. A), adopted Feb. 6, 2018, changed the title of § 4.20 from "Wireless Communications Facilities" to read as herein set out.

Sec. 4.21. - Electronic Game Promotions.

4.21.01. *Purpose and intent.* In the interest of the public health, peace, safety, and general welfare of the citizens and inhabitants of the City of Palm Coast, this section is established to regulate the use of electronic means to effect giveaways through drawings by chance conducted in connection with the sale of a consumer product or service, sweepstakes, and game promotions.

4.21.02. *Separation requirements.* Establishments conducting electronic game promotions with electronic equipment on site shall not operate within 1,000 feet of a church, public park, or school, unless such establishment was in operation prior to the church, park, or school locating nearby. Distances shall be measured from property line to property line without regard to the route of travel. This subsection does not apply to de minimis activity establishments.

4.21.03. *Compliance with city and state law.* Electronic game promotions and de minimis activity establishments shall comply with Chapter 16, Article IX, in the City of Palm Coast Code of Ordinances and F.S. 166 .

(Ord. No. 2012-3, § 3, 5-1-12)

Sec. 4.22. – Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens.

4.22.01. *Purpose and Intent.* The purpose of this section is to establish operational and zoning standards for Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens (MFDV) in the City in effort to be compliant with Section 509.102, Florida Statutes. The standards within this section shall apply to MFDVs in the City of Palm Coast, with the following exceptions:

A. MFDVs associated with a special event in accordance with Chapter 28, Article II - Special Events of the City's Code of Ordinances.

B. MFDVs associated with catered private events on private land where no food product, sale, or service is made available to the general public.

4.22.02. *Zoning Applicability.* MFDVs shall be permissible as depicted under LDC Section 3.03 Table 3-4. MFDVs shall be prohibited in any other zoning district. MFDV parks as a principal use shall be permitted in COM-2, COM-3, IND-1, and MPDs as determined by their Development Agreements. MFDVs as an accessory use to sites with an existing principal use shall be permitted in COM-1, COM-2, COM-3, IND-1, PSP, P&G, and MPDs as determined by their Development Agreements. The utilization of an MFDV shall be considered a customary ancillary use of sites developed as a park, performing arts center, or athletic complex within the City.

4.22.03. *Site Plan Approval.* Proposed MFDV sites developed as a principal use shall require the approval of a Technical Site Plan in accordance with LDC Section 2.11. Sites developing as an accessory

use, as allowed under Sec. 4.22.02, shall not require technical site plan approval. Rather, sites developing as an accessory use shall submit an application by the Property Owner or authorized agent on a form prescribed by the City. This application shall require a concept plan showing the location of MFDV operational area along with a statement that identifies the intended number of MFDV spaces, hours of operation, and frequency of operations.

4.22.04. *Indemnity.* MDFV sites that operate as a principal or accessory use shall submit an application by either the property owner(s) or their authorized agent. In the event that an agent other than the property owner submits the application, a notarized authorization of owner(s) shall also be submitted. The applicant by means of the application shall indemnify, defend, and hold the City harmless against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property, arising out of or in connection with the operation of a MFDV site.

4.22.05. *Development Standards.* Proposed MFDV sites shall be subject to these supplemental development standards in addition to meeting any other applicable sections of the LDC:

A. *Principal Use.* MFDV sites developed as a principal use shall provide permanent common facilities for the use of all mobile food vendors (MFV) and/or customers. These facilities shall be permanent to the site and include accessible restrooms, dining areas, and common private refuse collection on site. Common dining areas may be either indoors or outdoors, and if developed outdoors, outdoor lighting shall be provided pursuant to LDC Section 9.08. The site may develop small outdoor recreation areas (i.e. playgrounds, splash pads, etc.) as an ancillary use to a MFDV site subject to any applicable development regulations. The site shall provide a common parking area that is separated from the vending areas, dining areas, and any provided outdoor recreation.

B. *Accessory Use.* MFDV sites developed as an accessory use shall be limited to the zoning districts identified in Sec. 4.22.02 on property that is developed with an existing conforming principal use. MFDVs shall not operate on nonconforming lots. MFDVs operating as an accessory use shall not require additional parking areas, dining areas, or restroom areas outside of those required for the principal use. In no circumstances shall their usage reduce the available parking area for the principal use below the site's required parking.

C. *Operating Hours.*

1. *As a Principal Use.* MFVs shall not offer food product, sale, or service to the general public between the hours of 2:00 a.m. and 6:00 a.m. MFDVs are not required to be removed from the parcel during this time.

2. *As an Accessory Use.* MFDVs shall not operate between the hours of 2:00 a.m. and 6:00 a.m. MFDVs shall vacate an MFDV site outside of the principal use's operating hours. The provisions of this subsection shall have the following exemptions:

i. Any MFDV that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such mobile food dispensing vehicle or temporary commercial kitchen.

ii. Nightly removal of a MFDV is not necessary if the mobile food dispensing vehicle or temporary commercial kitchen that is operated on the same premises as and by a separately licensed public food service establishment in conjunction with Subsection 509.102(3) Florida Statutes.

D. *On-site Locational Requirements.*

1. *General.* MFDV sites shall not impact easements, wetlands, required landscape or wetland buffers, threatened or protected species, drive aisles, pedestrian sidewalks/cross walks, emergency access, fire lanes, loading zones, public rights-of-

way, or otherwise impede traffic patterns or ingress and egress to buildings and businesses. MFDVs shall be located on an impervious surface

2. *As a Principal Use.* Any ancillary recreational areas provided for MFDV sites developed as a principal use may be located on either a pervious or impervious surface and shall be enclosed by a perimeter fence in accordance with LDC Section 4.01.02 and buffered a minimum five (5) feet from any parking area or drive aisle.

3. *As an Accessory Use.* Operations of such an accessory use within a vehicular use area (such as a parking lot or internal drive aisle) shall provide on-site marking of the MFDV area with traffic cones a minimum of at least three (3) feet high every six (6) feet surrounding the area of operations. Traffic cones markings are not required in the event that the MFDV area is not in a vehicular use area on the site.

E. *Minimum Dimensional Requirements.*

1. *As a Principal Use.* MFDV sites developed as a principal use shall be limited as depicted in Table 4-7. Each MFDV operated as a principal use shall require its own space as provided in Table 4-7. Restrooms for MFDV sites developed as a principal use are required regardless of Florida Administrative Code 61C-4.010(8)(a), as that exemption is limited in scope for individual MFDVs operating in a temporary capacity and does not extend to a permanent MFDV site.

Table 4-7: Dimensional Requirements for MFDV sites developed as Principal Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	15
Minimum MFDV Space Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Spaces	10 feet
Minimum Parking	2 parking spaces per MFDV + 1 space per 75 sq ft of dining areas.
Minimum Seating Area	10 seats per MFDV
Maximum Seating Area	30 seats per MFDV

Minimum Restroom Requirements	Refer to Florida Building Code Assembly Occupancy group for minimum restroom requirements.

2. *As an Accessory Use.* MFDV sites developed as an accessory use shall be limited to sites developed with an existing conforming permitted principal use. Additionally, MFDV sites developed as an accessory use shall meet the minimum dimensional requirements as depicted in Table 4-8. Each MFDV operated as an accessory use shall require its own space as provided in Table 4-8.

Table 4-8: Dimensional Requirements for MFDV sites developed as an Accessory Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	3
Minimum Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Space	10 feet

3. *Administrative Deviations.* Administrative deviations of these standards shall be subject to the approval of the Land Use Administrator pursuant to the following limitations and LDC Section 2.13. Deviations to the minimum width of an MFDV space shall be conditioned upon the space providing a minimum of a two foot increase to the minimum length of the MFDV space for every foot reduced as the minimum width is intended to provide an adequate safe space for customers to queue. Deviations increasing the maximum number of spaces shall require an increase of 10,000 sq. ft. to the minimum lot size for every additional space provided, not to exceed a maximum of five additional spaces. The minimum separation distance between MFDVs shall not be reduced, as that space is intended for fire separation purposes.

F. *Outdoor Dining and Signage.*

1. *As a Principal Use.* MFDV sites that are permitted as a principal use shall provide permanent dining areas as required in Table 4-7 above.

2. *As an Accessory Use.* An MFDV that operates as an accessory use within a vehicular use area shall not provide any outdoor dining areas, tents, or canopies. MFDVs that operate as an accessory use outside of a vehicular use area may provide temporary seating, tents, or canopies, that are removed when the MFDV ceases daily operations, subject to the approval of the property owner. Each MFDV shall be required to provide its own waste receptacle for customer use during its hours of operation. A MFDV shall be able to provide a temporary A-fame sign to be located no further than five feet from the MFDV for purposes of providing a menu board, pursuant to LDC Section 12.06.03. Any provided seating, tents, or canopies shall be fully enclosed within the approved MFDV space and setback at least five (5) feet from any adjacent vehicular use area.

G. *Fire Safety.* Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately visible and accessible. A clear and unobstructed path of a width at least eight (8) feet shall be provided and maintained for access to the fire department inlet connections. All MFDVs shall have a fully charged fire extinguisher located on the premises at all times during operations.

H. *Illicit Discharge.* MFDVs shall be prohibited from discharging fat, oil, grease, or wastewater into the sanitary sewer system. Spills of oil, fuel, coolant, or similar hazardous liquids shall be immediately contained and cleaned up to minimize potential environmental impacts. Such liquids shall be prohibited from being discharged into the sanitary sewer system. Any illicit discharge shall be reported to the City of Palm Coast.

I. *Limitations and Code Enforcement.* MFDVs authorized by this section shall meet the definition of “mobile food dispensing vehicle” or “temporary commercial kitchen” as defined by Section 509.102, Florida Statutes. Further, MDFVs authorized by this section shall meet the definition of a “public food service establishment” as defined in Section 509.013, Florida Statutes. This section shall not authorize mobile vendors that provide other non-food related services. Operating a MFDV site or MFDV within the City of Palm Coast without complying with the provisions established within this section or as exempted, in subsection 4.22.01 above, shall be subject to code enforcement action pursuant to Chapter 2 Article V Division 1 – Code Enforcement Board of the City’s Code of Ordinances.

4.22.06 *Utilization MFDVs on City-Owned or Leased Land.* The City may permit the development of a MFDV site to allow for the limited operations of MFDVs on City-owned or leased land pursuant to the above regulations outside of an approved special event permit in accordance with Chapter 28, Article II – Special Events of the City’s Code of Ordinances. The operations of such a site shall be established by City operating policies which may be amended from time to time.

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least

three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Chapter 5 - TRANSPORTATION, CONNECTIVITY, ACCESS, AND PARKING

Sec. 5.01. - Purpose and Applicability.

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

5.01.02. Applicability. All development shall provide transportation, access, parking, loading, stacking, bicycle (including E-bike and micromobility), and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.02. - Transportation and Connectivity.

5.02.01. *Streets.*

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

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

B. The arrangement of streets in a development shall:

1. Provide efficient and orderly hierarchy of streets.
2. Conform to official plans and maps of the City.
3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.
4. ~~Ensure that the use of local streets by through or nonresidential traffic is discouraged.~~ Ensure that the use of local streets by design discourages passby traffic.
5. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.

6. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector or arterial road is discouraged. Local streets shall be designed not to function as a collector road.

7. Collector Roads shall not have residential driveway connections.

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

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

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

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

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

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

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

5.02.03. *Additional right-of-way.*

A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.

B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City.

C. Where a proposed subdivision or site development abuts an existing street of inadequate right-of-way, and the need for additional right-of-way is rationally related to the development being approved, the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.

D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, at the City's discretion. Easements shall be conveyed to the City in a form acceptable to the City.

E. All right-of-way dedications are subject to acceptance by the City Council and/or the Land Use Administrator.

F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:

1. On any corner parcel with access to at least one adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.

2. Property lines at street intersections shall be rounded with a minimum radius of 25 feet. A greater radius shall be required at an angle of intersection of less than 75 degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.

G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.

5.02.04. *Connectivity and interconnectivity.*

A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and cross-access easements in order to minimize the number and maximize the spacing of access connections unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.

B. All new residential developments of more than 100~~50~~ dwelling units, or which use as access a street that is 2,500 feet or more in length from another roadway, shall provide a minimum of two vehicular entrances from a public right-of-way, with at least one of the vehicular entrances connecting to a public collector or arterial road, but both directly connecting to a public road. For new residential developments exceeding 250 dwelling units must provide two paved vehicular

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

C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.

D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system unless it would not be safe.

E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.

F. To the fullest extent practicable, all rural arterial and collector sections within one mile of an urbanized area shall be considered for the construction of paved shoulders fivefour feet in width., ~~and all urban arterial and collector sections shall be considered for either a curb lane 14 feet in width or an undesignated lane four feet in width. Generally, such facilities shall not be marked to attract bicycle traffic.~~

5.02.05. *Intersections.*

A. Streets shall intersect at an angle of 90 degrees, unless unique circumstances justify a lesser angle of intersection based upon sound and generally accepted engineering practices and principles.

B. Spacing of street intersections shall be determined based upon Florida Department of Transportation Access Management Standards and Classifications.

5.02.06. *Visibility at intersections.*

A. Sight triangles and sight distance requirements shall adhere to Section 11.03.01.L., including Table 11-3 - Sight Triangle Dimensions Along Driveways and Roadways.

B. Within that portion of a lot or parcel that lies within the sight triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of two feet to seven feet above the average grade at the centerline of the adjoining road.

C. Low-growing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.

D. Trees may be permitted in the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is kept trimmed between two feet and seven feet in height.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.03. - Access.

5.03.01. *Vehicular access.*

A. Access management, location, design, and construction of driveway connections to the City's road network shall follow criteria and standard practices as established by the City, based upon Florida Department of Transportation's Access Management Standards and Classifications rules.

B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.

C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.

D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto such roads.

E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

5.03.02. *Pedestrian access.*

A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, whenever the development fronts on a collector or arterial street.

B. All proposed development fronting a local street shall provide a five-foot wide paved sidewalk(s) along the entire frontage with the local streets, except as outlined below, based on the following standards:

1. Where sidewalks are present along frontage with a local street, a five-foot wide paved sidewalk shall be provided connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five-foot wide paved sidewalks shall connect the principal building(s) to each local street.

2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.

3. If the construction of a sidewalk is not currently feasible or practical, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction; however, the design and location of new sidewalk must be part of the subdivision or site plan. If sidewalk location is within private property then a legal instrument must be provided to have public access. The legal instrument can be provided in a plat as a right-of-way and/or access easement.~~.~~

C. All new residential and nonresidential development adjacent to a proposed multi-use path, consistent with the Bicycle/Pedestrian Master Plan, shall provide a~~n eight-foot to~~ twelve~~ten~~-foot wide trail pathway (hard or soft surface per City standards) within the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.

D. Where development fronts on a collector or arterial road, a five-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk being placed along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five-foot paved sidewalks shall also be provided to connect to adjacent properties.

E. All new nonresidential and multifamily residential development shall provide safe and convenient pedestrian access and connectivity throughout the site. If necessary, such pedestrian access shall be within an easement consistent with Section 9.02.03E.

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

5.03.04. *Single-family, duplex and townhouse driveway and garage standards.*

A. Parking spaces and garages for single-family, duplex and townhouse units shall be provided as follows with garages not counting towards minimum required parking spaces:

1. Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces. Single-family homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code.

2. Duplexes with less than 1,~~300~~ 500 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces per dwelling unit. Duplexes with 1,~~300~~ 500 or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.

3. A townhouse with less than 1,500 square feet in living area shall have at least a one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.

4. Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.

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

1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least 100 feet from the right-of-way, the pavement area may be limited as follows: Only the 20 feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within 100 feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.

2. Garages must have a driveway extending for a minimum of 20 feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten feet, to allow for safe access. For the 20 feet of the driveway that is closest to the garage, driveways for one and two-car garages shall have a minimum width of 16 feet, and driveways for three-car or larger garages shall have a minimum width of 24 feet.

3. Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within 25 feet of where the two rights-of-way lines ~~would~~ intersect ~~if extended~~.

4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.

5. A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. Turnarounds shall be a maximum of 9' wide by 18' long. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five feet of side property lines.

6. Maximum driveway widths internal to the lot shall be 18 feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to 20 feet for a one-car garage, 36 feet for a two-car garage, 42 feet for a three-car

garage, and 48 feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of 18 feet.

7. The lot area in front of the home's building façade out to the front property line must have a minimum of 25 percent landscaped planting area.
8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.
9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

(Ord. No. 2009-26, § 35, 12-15-09; Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.04. - Parking.

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

5.04.02. *Off-street vehicle parking.* Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, based on the historical function of the use or similar such uses, there is a need for additional parking.

A. *Off-street parking spaces required.*

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

Table 5-3: Parking Ratios

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

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.

Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.
Civic clubs and lodges (including civic membership organizations)	1 space per 3 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical schools	1 space per 3 on-site school population (students, faculty and staff but excluding online students)
Convenience store (with or without fueling stations)	1 space per 200 s.f. + 1 space per 2 seats for food patrons
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11th and 12th grade
Fitness center/health club/dance studio	1 space per 125 s.f.
Furniture/mattress store	1 per 700 s.f.
Gasoline service stations/vehicle service and repair facilities	1 space per 250 s.f. of area devoted to sales or customer lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	1 space per 2 driving tees/putting greens + parking for any structures
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket [1]	1 space per 200 s.f.

Group lodging, including nursing homes, rest homes, convalescent homes, assisted care facilities, and other similar facilities	1 space per 2 beds or 0.75 space per unit
Home Improvement/Building Materials and Garden Centers [1]	3.5 spaces per 1,000 s.f.
Hospitals and other medical facilities providing overnight accommodations	2 spaces per bed
Hotels, motels, and other similar lodging and accommodations establishments, without restaurants or lounges open to the public	1.15 spaces per sleeping room
Hotels, motels, apartment hotels, and other similar lodging and accommodations establishments, with restaurants or lounges open to the public	1.15 spaces per sleeping room, plus parking required at 50% of normal rates for any restaurant or drinking establishment
Independent living units (associated with a continuing care retirement community)	1.25 spaces per unit
Industrial, manufacturing and production uses	1 space per 750 s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage)
Medical or dental offices, medical or dental laboratory, and medical clinics, and veterinary clinics	1 space per 250 s.f.
Mini-warehouse or self-storage facilities including boat and recreational vehicle storage	Minimum of four spaces required. Facilities providing more than 200 storage units require an additional 1 space per 50 units. (Storage units include both indoor storage units and outdoor RV/Boat storage spaces.)~~2 spaces per 100 storage units and a minimum of 4 vehicle/boat storage spaces~~

Multi-family dwellings	1 space per efficiency unit 1.5 spaces per 1 bedroom 2 spaces per 2 bedrooms and over
Offices (general, professional, or government)	1 space per 250 s.f.
Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of display areas open to the public
Restaurants (with or without a drive-through), drinking establishments	1 space per 50 s.f. of areas open to the public + 1 space per 75 s.f. of outdoor eating/drinking areas
Shopping centers, discount superstores, and multi-tenant retail centers [1]	1 space per 250 s.f.
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, two-family and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
Warehouse	1 space per 1,200 s.f.
[[1] An additional parking space equivalent is required for every 50 parking spaces for shopping cart storage for shopping center development exceeding 50,000 s.f.]	

2. *Uses not listed.* The required number of spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, based on data provided by the Institute of Transportation Engineers in Parking Generation or similar studies.
3. *Multiple uses.* Except for a multi-tenant retail center or shopping center, where a combination of uses is proposed for development, parking shall be provided for each of the uses as prescribed by Table 5-3, unless a shared parking agreement acceptable to the City is reached by the property owner(s) (see Section 5.04.08).
4. *Maximum parking permitted.* For all land uses, except for single-family and two-family residences, the maximum permitted number of parking spaces shall not exceed 1.2 times the minimum parking required by this section unless the Land Use Administrator finds that

exceeding the maximum is justified based upon sound and generally accepted land use planning practices and principles as demonstrated within a Parking Flexibility Study.

5. *Screening.* Screening is required for off-street parking spaces in accordance with Section 11.03.04.A.
6. *Internal parking lot landscaping.* For parking lot islands and their related landscaping requirements see Section 11.03.04.B.

B. *Flexibility.*

1. The Land Use Administrator may authorize an adjustment of up to 20% in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate for a proposed use due to the mix of existing or proposed uses on the property. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials may be utilized when increasing parking requirements, where feasible, and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered, where feasible, for periodic overflow parking. Reducing parking requirements may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.
2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if it is determined that a substantial public benefit would be attained. The de minimis variance may include reducing the required number of parking spaces; public benefits may include: the use of alternative surface materials; or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.
3. Up to 33 percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes, and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved if required by the Land Use Administrator based on amount of use.
4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

C. *Location.*

1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.

2. Nonresidential off-street parking spaces and access ways shall not be located closer than eight feet from any side property line, unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. The minimum queuing distance required from the property line along a right-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway: b) 35 feet along a collector roadway: or c) 50 feet along an arterial roadway: unless the applicant demonstrates, based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle traffic operations. However, traffic from a proposed development must not stack onto a public right-of-way during typical peak hour operating conditions.
3. All required parking stalls shall have direct and unobstructed access from a parking aisle.

D. *Off-street circulation.*

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

E. *Parking facility design.*

1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.
2. Reserved.
3. Any off-street parking facility shall have access ways of sufficient width to allow for two-way traffic, or one-way access ways that are connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way that is only wide enough for one-way traffic shall have signage designating it for one-way operation.
4. Single-lane one-way access ways shall be a minimum of 14 feet wide. Two-way access ways shall be a minimum of 24 feet wide, exclusive of any median. Required access way widths may be increased by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.
5. Parking spaces and parking aisles shall be designed in accordance with Table 5-4.
6. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking spaces to 18 feet of pavement with two feet of overhang area, subject to the following conditions:
    a. Continuous curbing shall be used at the overhang.
    b. The overhang will not interfere with the healthy growth of adjacent landscaping material.
    c. Any abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. A sidewalk located at least two feet from the front of curb does not need to meet these standards.

Table 5-4: Parking Space and Parking Aisle Requirements

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

Note: Parking spaces are measured from the centerline of painted stripe to edge of curb or center-line of painted stripe.

7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.
8. Reserved.
9. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
10. All permanent off-street parking and loading and/or unloading areas except as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, pavers, asphalt, or concrete, and all materials shall meet City design standards.

F. *Maintenance.*

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

5.04.03. *Bicycle parking.*

A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:

1. Multifamily development shall provide bicycle parking spaces to the equivalent of ten percent of the required vehicular parking spaces.
2. Nonresidential developments shall provide bicycle rack spaces as follows:

Table 5-5: Bicycle Rack Ratios for Nonresidential Developments

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

B. Bicycle rack facilities shall meet the following standards:

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

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

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

5.04.06. *Temporary parking.* The Land Use Administrator may require new nonresidential uses to provide a minimum of one and a maximum of two parking spaces for temporary pick-up and drop-off

based on the size and use of the development. The temporary parking space(s) shall be located near the primary building entrance. Temporary parking shall count towards the total required parking spaces.

5.04.07. *Off-street loading or unloading space requirements.*

A. At the time of construction of any of the categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces shall not be used to meet off-street loading requirements.

B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.

C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.

D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and shall have the minimum dimensional requirements as displayed in the following tables:

Table 5-6: Loading or Unloading Space Requirements

Use Category	Floor Area in Square Feet	Number of Spaces Required
Retail Sales and Service, Restaurants, or Similar Uses	5,000—20,000	1
	20,001—50,000	2
	Each additional 25,000 square feet or major fraction thereof	1
Offices, Hotels, Hospitals, Nursing Homes, Adult Congregate Living Facilities, Multi-Family Project or Similar Uses	30,000—100,000	1
	Each additional 100,000 square feet or major fraction thereof	1
Arenas, Auditoriums, Stadiums, Convention Centers, Exhibition Halls, Museums, or Similar Uses	10,000—50,000	1
	50,001—100,000	2

	Over 100,000	4
Any Industrial Use and any Wholesale, Retail, and Nonresidential Storage Facility (Not Required for a Self-Storage Facility)	5,000—25,000	1
	25,001—55,000	2
	55,001—85,000	3
	Each additional 30,000 square feet or major fractions thereof	1

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

Table 5-7: Loading Space Dimensional Requirements

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

* For tractor-trailer trucks, a 55-foot length is required. Retail and industrial buildings with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

F. Loading spaces for tractor-trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary and these spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.

G. Uses not listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.

H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

5.04.08. *Shared parking and joint use of facilities.*

A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;

2. The uses served thereby have different peak periods or the required parking is excessive for one use; and

3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.

B. A shared parking usage analysis shall be employed for calculating parking requirements for multiple uses.

C. Accessible spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.

D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

5.04.09. *Fleet storage.*

A. *General requirements.* In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

1. Areas specifically designated for fleet vehicles shall be screened from public view using a Tall Screen Planting described in Table 11-4 in this Code.

2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for its land use as required in this Code.

3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.

4. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.

5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

B. *Exemptions.* This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or to automobiles or sport utility vehicles.

5.04.10. *Boat and recreational vehicle commercial storage facilities.* Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

5.04.11. *Drive-through facilities.*

5.04.11.01. *Location.*

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

B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

5.04.11.2. *Stacking lanes and spaces.*

A. All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width and 20 feet in length, measured starting ten feet behind the pickup window.

1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.

2. On-site stacking spaces must accommodate stacking demand under the typical a.m., mid-day, and p.m. peak hour conditions of adjacent roadways.

3. A 12-foot wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines the bypass lane is unnecessary due to unique site conditions.

B. Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane shall serve customers at least until they have traveled past the point where orders are taken.

C. Banks, financial institutions, dry cleaners, and pharmacies shall provide a minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.

D. An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall provide a minimum of three stacking spaces per service lane.

E. A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.

F. Stacking lanes shall not be located within a designated delivery area or loading zone.

G. Within the OFC-1 District, drive-through facilities may have only a single lane with a single service window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).

H. Uses not listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.

I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.

1. To request a modification, an applicant must submit a site plan and traffic study which address the rationale for reducing the stacking requirements.

2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.

3. A change in the use category shall require a new application for modification.

(Ord. No. 2009-26, §§ 36—40, 12-15-09; Ord. No. 2012-3, § 4(Exh. 2), 5-1-12; Ord. No. 2018-21 , § 3, 10-2-18)

Chapter 6 - RESERVED

Sec. 7.01. - Purpose and Intent.

The purpose of this chapter is to implement the concurrency provisions of the Comprehensive Plan, as mandated by Section 163.3180, Florida StatutesF.S. ch. 163 , and the Florida Administrative Code. No development order or permit which contains a specific plan of development, including the densities and intensities of development, shall be issued except in accordance with this chapter.

Sec. 7.02. - Public Facilities.

The public facilities subject to concurrency and the regulations in this chapter include: transportation facilities, potable water, sanitary sewer, solid waste, drainage, schools, and parks and recreation.

Sec. 7.03. - Tracking and Reporting.

7.03.01. *Concurrency management monitoring system.* The City hereby establishes and shall maintain a concurrency management monitoring system which consists of an inventory of public facility capacity and a demand accounting system that reflects the current status and availability of public facilities. A status report on the concurrency management monitoring system shall be prepared by the City on annual basis.

7.03.02. *Concurrency baseline statement.*

A. The Land Use Administrator shall develop a concurrency baseline statement which shall be effective for one year after its issuance. Nothing herein precludes, however, the issuance and effectiveness of more frequent amendments to the concurrency baseline statement. The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

B. The available capacity reported for each public facility in the concurrency baseline statement shall be determined by using calculations from the concurrency management monitoring system and projections of public facility demand for vested developments. The public facility demand for vested projects shall be based upon a reasonable projection of the progress of each proposal or project, population projections, and other technical considerations, such as the practices and assumptions utilized in the Comprehensive Plan.

Sec. 7.04. - Concurrency Review.

7.04.01. *Applicability.* All proposed developments or improvements to property requiring a final development order, except those developments or improvements which are exempt, as outlined in Subsection 7.04.02, or vested by this chapter, shall be subject to concurrency review prior to the issuance of a final development order.

7.04.02. *Exemptions.*

A. Final development orders, including building permits, which permit or approve the following types of development, are exempt from concurrency review if the Land Use Administrator finds that no additional impact on public facilities is created:

1. Approved development plans which are specifically exempted from or specifically determined to be vested from the concurrency requirements in the Comprehensive Plan, pursuant to applicable laws.

2. Single-family and duplex residential lots platted as of November 16, 2008 are only exempt from transportation concurrency review.

3. Modifications to residential dwellings that include additions, renovations, or reconstruction that do not increase the number of dwelling units on the site or approved for the property prior to the modifications.

4. Additions, renovations to, or reconstruction of, accessory dwelling units, garage apartments, or other similar accessory units on parcels properly zoned to allow the accessory dwelling units.

5. Public facilities such as City offices, community centers, fire stations, parks, police stations, ~~hospitals (public or not for profit),~~ water or sewer facilities, other public works, and other public facilities as determined by the Land Use Administrator.

B. A Development of Regional Impact that has been approved pursuant to Section 380.06, Florida Statutes~~F.S. ch. 380~~, for which the development is proceeding in compliance with the conditions of the Development of Regional Impact approval, may be exempt from transportation concurrency as provided by the Development of Regional Impact Development Order, if the development meets all the requirements of Section 163.3180 (5)~~F.S. § 163.3180 (12)~~, and this chapter.

C. Final development orders which permit or approve development that creates a de minimis impact, as defined by F.S. § 163.3180 ~~(6)~~, shall be exempt from concurrency review for transportation facilities.

7.04.03. *Deferral option.*

A. Any applicant for a final development order may elect to defer concurrency review until the time at which an application for the final development order preceding a preconstruction conference or the commencement of any construction activity is filed. The applicant shall execute an affidavit acknowledging that development rights have not been vested and that development on the subject parcel shall be required to undergo concurrency review in the future. Deferral of school concurrency review is determined by the Flagler County School District.

B. Reserved.

C. A deferral affidavit shall be submitted to the Land Use Administrator.

7.04.04. *Standards for review.*

A. The City shall not issue a final development order, or an extension or amendment to an approved development order, unless there is sufficient available capacity of public facilities to meet the established levels of service. The City shall not grant a final development order unless one of the following standards is met:

1. The necessary public facilities are available and in place at the time the development is authorized in accordance with the Comprehensive Plan; or

2. The development order is issued subject to the condition that the necessary public facilities will be in place when the impacts of the development occur; or

3. The necessary public facilities are under construction at the time the development is authorized; or

4. The necessary public facilities are guaranteed in an enforceable development agreement that requires that the public facilities will be in place, except transportation facilities, when the impacts of development occur and that the applicant or developer will pay a proportionate ~~fair~~ share of the costs incurred to fulfill the need for the facilities and services created by proposed development. The enforceable development agreement for improvements must be financially guaranteed by cash, letter of credit, or similar instrument approved by the Land Use Administrator on a form satisfactory to the City and issued by a financial institution acceptable to the City or Land Use Administrator; or

5. The final development order permits or approves development that is exempt from concurrency review as outlined in Subsection 7.04.02.

B. For transportation facilities, the facilities must be available, programmed, or contracted to be under construction within three years of the subject final development order, or consistent with

provisions of the Florida Administrative Code. The impact thresholds and spheres of influence for arterial and collector roads shall be consistent with sound and generally accepted engineering standards and principles. When transportation facilities or segments are identified as deficient through the Concurrency Management System, including transportation facilities maintained by the Florida Department of Transportation or another jurisdiction, the Proportionate ~~Fair-~~Share Program as provided in Section 7.07 may satisfy this requirement.

7.04.05. *Application for concurrency.*

A. *General requirements.*

1. Applications for concurrency may be submitted at any stage of development, but may only result in the issuance of a certificate of concurrency when issued in conjunction with a final development order.

2. For the purpose of the concurrency review, the maximum density or intensity allowed under the future land use and zoning designation shall be used, unless the applicant provides a development scenario. If an applicant provides a development scenario, concurrency will be determined based upon that scenario and the density or intensity of the subject property can not be increased without a new concurrency review.

3. Methodologies consistent with sound and generally accepted engineering and planning practices and principles shall be utilized to determine the impacts of proposed development and their effect on the available capacity of public facilities.

B. *Traffic study requirements.* An application for concurrency must include a traffic impact analysis (traffic impact analysis is synonymous with traffic impact study). The traffic impact analysis shall be consistent with sound and generally accepted engineering and planning practices and principles. In addition, the applicant is required to meet with the Land Use Administrator before conducting the traffic impact analysis to discuss appropriate methodology and/or mitigation proposals to be included in the traffic impact analysis. At a minimum the traffic study shall:

1. Identify the land use type of the proposed development, based on a generally accepted land use classification system (e.g., the North American Industry Classification System, the Land-Based Classification Standards, and/or Institute of Transportation Engineers Trip Generation Manual);

2. If the proposed development consists of multiple land uses, the traffic study must reflect the aggregated demand for capital transportation improvements generated by each land use type within the proposed impact-generating development;

3. Identify additional new trips (PM Peak Hour), additional vehicles (PM Peak Hour), current capacity/volume of affected roadway(s) (PM Peak Hour), available capacity/volume of affected roadway(s) (PM Peak Hour) before the proposed development, estimated capacity/volume of affected roadway(s) (PM Peak Hour), after the proposed development is complete (may be shown in phases of development), anticipated turning movements (PM Peak Hour), and additional anticipated roadway(s) capacities/volumes or improvements that may be needed to accommodate a reduced level of service identified through traffic study analysis; and

4. Utilize the latest edition of the Institute of Transportation Engineers Trip Generation, 11~~7~~th Edition or later.

The findings of a traffic study satisfying the above requirements, including approval by the Land Use Administrator regarding the acceptability of the proposed traffic study methodology, shall be considered valid and applicable for a period of one year after the date it was either received by the City.

(Ord. No. 2009-26, §§ 41—44, 12-15-09)

Sec. 7.05. - Certificate of Concurrency.

7.05.01. *General provisions.*

A. Certificates of concurrency may only be issued in conjunction with the issuance of a final development order.

B. Certificates of concurrency are not transferable to another parcel or parcels of real property. Certificates of concurrency shall benefit and run with the parcel of real property to which the application related subject to the limits prescribed in this chapter and shall contain detailed information relating to limitations on uses and development densities and intensities.

C. If an application for development is found to be exempt from the concurrency review of the Concurrency Management System review requirements of the Comprehensive Plan, this chapter, applicable requirements of the Florida Statutes, or state law, then, consistent with the provisions of this chapter, a certificate of exemption shall be issued without conditions being attached thereto.

D. If a parcel of real property is not vested by the concurrency provisions of the Comprehensive Plan, this chapter, or applicable requirements of the Florida Statutes, a certificate of concurrency shall be valid for so long as the underlying development order relating to the subject real property, or a subsequent development order issued during the good faith continuation of the development, is valid.

7.05.02. *Reservation of capacities.*

A. *Reservation process.* The purpose of the public facility capacity reservation process is to afford property owners and developers the assurance that adequate capacity for requisite public facilities will be available when needed for a particular project, and to provide a higher degree of certainty during the construction financing process. The reservation process requires the applicant to reserve public facility capacity at the time of issuance of the certificate of concurrency.

B. *Reservation fees.* Unless the applicant provides other assurances acceptable to the City that adequate public facilities will be available concurrent with the impacts of development (such as, by way of example, a binding development agreement), all facility reservation fees shall be paid prior to the issuance of a certificate of concurrency and before authorization of any construction, pursuant to the provisions of this chapter. For phased development, the binding development agreement shall include the number of phases, quantity of development associated with each phase, the timing of facility reservation fee payments, and provisions that ensure that development of each phase will not commence until the facility reservation fees have been paid. The applicant shall pay all facility reservation fees due at the time of, and as a condition precedent to, the issuance of a building permit relating to the project, with said fees being paid at the rate in effect at the time of building permit issuance. Each facility reservation fee shall be calculated on the same basis as the application for a certificate of concurrency. Said fees shall be paid as follows:

1. For each public facility, the facility reservation fee shall be an amount equivalent to the then applicable City impact fee. All impact fees shall be required to be assessed and paid as a condition of receiving a building permit pursuant to the impact fee rate schedules in effect at the time a building permit is issued. However, each facility reservation fee previously paid shall be credited towards the corresponding impact fee as a per unit fixed-dollar deduction from the applicable impact fees at the time of building permit issuance.

2. For reservation of roadway capacity, applicants may select to reserve capacity for a fixed period of time, the periods of time being from one year to three years with associated scaling based on amount of the reservation fees paid. The scaling amount to be paid to secure the reservation would be:

    33% of total impact fee amount for one-year reservation period;

67% of total impact fee amount for two-year reservation period;

100% of total impact fee amount for three-year reservation period.

The Developer shall be required to pay the remainder of the required total impact fee amount due at the time of, and as a condition to, receiving a building permit. The scaled reservation fees paid previously shall be credited toward the impact fee in effect at the time of the building permit, and shall be on a dollar-for-dollar basis.

3. For water and sewer services, the facility reservation fee shall be an amount equivalent to the then applicable capacity fees and on the basis of the rates then in effect pursuant to the applicable rules, regulations, and requirements.

C. *Refund of reservation fees.* If a final development order is not issued, expires, or is surrendered pursuant to an amending development order issued by the City or an amending development agreement, an applicant may request in writing, and the City shall issue, a refund of facility reservation fees, excluding the processing fee, if the appropriate following conditions are met:

1. For all public facilities (i.e., transportation facilities, solid waste facilities, sanitary sewer, potable water, drainage facilities, schools, and parks and recreation facilities), capacity shall be surrendered and thereupon a refund shall be made by the City at the earlier of either of the following events occurring:

a. A determination has been made by the Land Use Administrator that such refund shall not require or result in the elimination, deferral, or delay of a project which is needed to maintain the adopted level of service of the Comprehensive Plan.

b. Another development is paying like facility reservation fees for the public facilities associated with the development for which the facility reservation fees are requested to be refunded. Like facility reservation fees shall be deemed those fees associated with and collected from another development paying the same impact fees relating to the same impacts on concurrency public facilities.

D. *Subject to required permits.* All water and sewer reservations of capacity shall be subject to the issuance of all required permits from the Florida Department of Environmental Protection and any other applicable agencies.

E. *Vested developments.* If a development is vested under this chapter, the requirements relating to the payment of impact fees and connection fees shall fully apply. If the payment of connection fees for water and sewer service is required to reserve capacity, such payment must occur. Vested status does not guarantee the availability of water or sewer capacity.

7.05.03. *Expiration.* Reservations of a certificate of concurrency shall run with the life of the development order, unless otherwise noted in Subsection 7.05.02, Reservation of Capacities.

7.05.04. *Cease and continuance.* If a public facility to be provided by an applicant is not available at the time of the development's impacts, further development shall cease until all required public facilities are constructed. If a public facility to be provided by an applicant is included in a binding contract, but the construction is behind schedule, development may continue, but no releases for final electrical service or certificates of occupancy shall be issued until the facility has been accepted or approved by the City. If, however, a public facility is to be provided by the City and is not completed on time, development may continue within the conditions in the development order; provided, however, that certificates of occupancy or releases for final electrical service shall not be issued until potable water, sanitary sewer, and solid waste capacities are available.

Sec. 7.06. - Phasing of Vested Development.

A. Developments which have been granted development rights or have been determined to be vested shall be required by the Land Use Administrator to enter into a development agreement, if a similar

agreement has not been previously entered, which development agreement sets forth a reasonable schedule for the completion of development and, accordingly, the impacts upon public facilities.

B. Development agreements for vested developments should be entered prior to the preconstruction conference being held.

C. Each development phase shall begin on the date the preconstruction conference is held and shall terminate upon the issuance of a certificate of completion relating to a defined part of the overall development plan. The preconstruction conference for a subsequent phase must occur within two years of the issuance of the certificate of completion of the prior phase in order to retain vested status.

D. No phased development, except for Development of Regional Impacts, may have a build-out schedule exceeding 20 years.

Sec. 7.07. - Proportionate ~~Fair-~~Share Program.

7.07.01. *Purpose and intent.* The purpose of this section is to establish a method to mitigate the impacts of development on transportation facilities by the cooperative efforts of the public and private sectors, and shall be known as the Proportionate ~~Fair-~~Share Program.

7.07.02. *Applicability.* The Proportionate ~~Fair-~~Share Program shall apply to all developments in the City that impact a road segment or intersection in the Concurrency Management System, including transportation facilities maintained by Florida Department of Transportation or another jurisdiction that are relied upon for concurrency review, and that have been notified that a failure to achieve transportation concurrency on a roadway segment, segments, or intersection(s) exists. The Proportionate ~~Fair-~~Share Program does not apply to developments meeting the de minimis standards under F.S. § 163.3180 ~~(6)~~ or to developments exempted from concurrency.

7.07.03. *General requirements.*

A. An applicant may propose satisfying the transportation concurrency requirements of the City by making a proportionate ~~fair-~~share contribution, pursuant to the following requirements:

1. The proposed development is consistent with the Comprehensive Plan and this Land Development Code.

2. The 5-year Capital Improvement Program includes transportation improvement(s) that, upon completion, will mitigate additional traffic generated by the proposed development, as determined by the Land Use Administrator, and in accordance with the proportionate ~~fair-~~share statute.

B. The Land Use Administrator may determine to allow an applicant to satisfy transportation concurrency through the Proportionate ~~Fair-~~Share Program by contributing to an improvement that, upon completion, will mitigate the impact of additional traffic generated by the proposed development, as projected by City staff, using best available data and methodologies, but is not contained in the Capital Improvement Program, where one of the following apply:

1. The City adopts, by resolution or ordinance, a commitment to add the improvements to the next 5-year Capital Improvement Program no later than the next regular update. To qualify for consideration under this section, the proposed improvement must be reviewed by the Land Use Administrator and must be determined to be financially feasible. "Financially feasible" means that additional developer contributions, payments, or other funding sources are anticipated during a period not to exceed ten years, to fully mitigate the specified impact(s) on the identified transportation facility or facilities and in accordance with the proportionate ~~fair-~~share statute.

2. If the Land Use Administrator determines that the funds in the Capital Improvement Program are insufficient to fully fund construction of a transportation improvement required by the Concurrency Management System, then a proportionate ~~fair-~~share payment may be required for another improvement which will, as determined by the Land Use Administrator,

significantly benefit the impacted transportation system. The improvement or improvements funded by the proportionate ~~fair~~-share component shall be adopted into the next 5-year Capital Improvement Program at the next annual Capital Improvement Element update.

C. Any improvement project proposed to meet the developer's ~~fair~~-share obligation must meet generally accepted design standards applicable for the Florida Department of Transportation maintained roadways and/or City maintained roadways, whichever is applicable.

7.07.04. *Application process.*

A. The Land Use Administrator shall notify an applicant in writing if a failure to satisfy transportation concurrency requirements occurs. Upon receipt of such notice, an applicant may submit a proposed proportionate ~~fair~~-share calculation to the Land Use Administrator for review.

B. Pursuant to F.S. § 163.3180 ~~(16)(e)~~, proposed proportionate ~~fair~~-share mitigation for development impacts to facilities on the Strategic Intermodal System requires the concurrence of the Florida Department of Transportation. Improvements to non-Strategic Intermodal System Florida Department of Transportation maintained roadways shall likewise require Florida Department of Transportation review and approval.

C. The Land Use Administrator shall determine whether a proportionate ~~fair~~-share calculation is sufficient and eligible and is consistent with professionally accepted engineering practices. Upon a finding of sufficiency, a proportionate-share agreement will be prepared between the City and the applicant. The agreement shall include, but not be limited to, the amount of payment, description of work, estimated construction costs using the projected future cost of the improvement (at the time payment is due) and data, and the timing of payment. All proportionate-share agreements are subject to approval by the City Council.

7.07.05. *Determining proportionate ~~fair~~-share obligation.*

A. Proportionate ~~fair~~-share mitigation for concurrency impacts may include, but are not limited to, separately or collectively, private funds, contributions of land, and construction or contribution of transportation improvements.

B. A development shall be required to pay only its proportionate ~~fair~~-share. The calculated value of the proportionate ~~fair~~-share mitigation for the impacted transportation facilities shall not differ regardless of the method of mitigation.

C. The methodology used to calculate an applicant's proportionate ~~fair~~-share obligation shall be as provided for in F.S. § 163.3180 ~~(12)~~, as follows:

Proportionate Share = Σ[[(Development Trips;sub*sub;)/(SV Increase;sub*\sub;)] x Cost;sub*sub;]-Impact Fee Credits*

Where:

Development Trips = those trips from the development that are assigned to roadway segment i and have triggered a deficiency per the Concurrency Management System;

SV Increase = Service volume increase provided by the eligible improvement to roadway segment i;

Cost = Adjusted cost of the improvement to segment i. Cost shall be based on the most recent cost and market data and shall include all improvements and associated costs, such as design, right-of-way acquisition, stormwater ponds, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred;

Impact Fee Credits = Used where applicable. More specifically, impact fee credits for the proportionate ~~fair~~-share obligation will be determined when the transportation impact fee

obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced based on the Proportionate ~~Fair~~-Share Agreement as they become due, according to this Code. If the applicant's proportionate ~~fair~~-share obligation is less than the development's anticipated road impact fee for the specific stage or phase of the development under review, then the applicant or its successor must pay the remaining impact fee amount to the City pursuant to the requirements of the impact fee code. Any impact fee paid in excess of the impact fee obligation for the proposed development may be applied to the calculated proportionate-share amount.

D. *For the purposes of determining proportionate-share obligations, the Land Use Administrator shall determine improvement costs based upon the projected future cost of the improvement, as obtained from the Capital Improvement Program or another method approved by the Land Use Administrator. Cost for Florida Department of Transportation facilities shall be based upon Florida Department of Transportation cost estimates.*

E. *The City may accept rights-of-way dedication for all, or a portion of, the proportionate ~~fair~~-share payment. Credit for the dedication of the non-site related right-of-way shall be assigned a value by Land Use Administrator or, at the option of the applicant, by ~~fair~~ market value established by an independent appraisal approved by the Land Use Administrator prepared at no expense to the City.*

1. *At the option of the applicant, the reimbursement is to be based on either the assessed value of the proffered land, based on the most recent appraisal by the Flagler County Property Appraiser, or the ~~fair~~ market value of the land, as determined by a certified property appraiser hired and paid for by the applicant. If the latter option is chosen and the City rejects the applicant's appraisal, the City may hire and pay for a second appraiser to appraise the property. If either party rejects the second appraisal, a third appraisal may be performed by an appraiser chosen by the first and second appraisers, the costs of which are to be shared equally by the City and the applicant. The third appraisal is binding to both parties. All appraisals must be consistent with generally accepted appraisal techniques, and the date of valuation must be the proposed date of transfer to the City.*

2. *The applicant shall supply to the City, a survey and legal description of the land and a certificate of title search of the land at no expense to the City. If the estimated value of the right-of-way dedication proposed by the applicant is less than the City estimated total proportionate ~~fair~~-share obligation for that development, then the applicant shall also pay or provide for mitigation of the difference.*

7.07.06. Impact fee credit for proportionate ~~fair~~-share mitigation.

A. Transportation impact fees shall be applied as a credit against proportionate ~~fair~~-share mitigation only if the proposed improvement is on the list of approved projects in the current 5-year Capital Improvement Program, or as amended by the next regular update, or in the first five years of the current 10-year Capital Improvement Program and the City's impact fee program. Credits may also be given to proposed improvement that will be incorporated into the next, or following, 5-year Capital Improvement Program. Impact fee credits shall be calculated at the same time as the applicant's proportionate-share obligation is calculated.

B. Any transportation impact fee credit based upon proportionate ~~fair~~-share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the City.

7.07.07. *Appropriation of ~~fair~~-share revenues.*

A. Proportionate ~~fair~~-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the Capital Improvement Program.

B. In the event a scheduled facility improvement is removed from the Capital Improvement Program, then the revenues collected for its construction may be applied toward the construction of another improvement within that same corridor that would mitigate the impacts of development.

7.07.08. *Additional programs.* The City may utilize any program relating to concurrency as may be permitted by state law.

(Ord. No. 2009-26, § 45, 12-15-09)

Footnotes:

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Editor's note— Ord. No. 2018-24 , § 2, adopted Nov. 6, 2018, repealed ch. 9 and enacted new provisions to read as herein set out. Former ch. 9, §§ 9.01—9.07, pertained to similar subject matter, and derived from Ord. No. 2009-26, §§ 46—48, adopted Dec. 15, 2009.

Sec. 9.01. - General provisions.

9.01.01. *Purpose and intent.* The purpose of this section is to set forth engineering design regulations for residential and nonresidential uses as required in this Land Development Code. This section sets forth uniform regulations, requirements, and procedures to protect the health, safety, and welfare of the citizens and to assure quality of life to the citizens of the City. The Land Use Administrator may adopt technical manuals that relate to technical requirements pertaining to the City's water, wastewater, reclaimed water, drainage, street, and other systems.

9.01.02. *Applicability.* The design and construction requirements shall apply to:

A. Nonresidential and residential subdivision projects (applies to subdivisions with private or public roadway dedications);

B. Nonresidential and residential construction projects; and

C. City and other public agency owned projects.

9.01.03. *General requirements.*

A. *Utility lines.*

1. Utility lines for all new development projects shall be installed underground. Switchgear, pumps, transformers, and other appurtenances shall be allowed aboveground, but shall be shielded with landscaping as required in this Land Development Code. Connections from distribution lines, mains, and collectors in the public or utility rights-of-way or easements shall be placed underground.

2. All redevelopment projects shall relocate existing on-site overhead utility lines underground, within project limits. The Land Use Administrator may allow exceptions to this requirement if it is determined that such relocation is not feasible based upon the unique configuration of the real property.

3. For all new private and public development projects, underground communications conduit(s) shall be installed in accordance with City standards.

B. *Traffic control devices.* All traffic control devices shall meet the more stringent requirements of all of the following using the latest edition or publication: 1) ~~the latest edition of~~ the Manual on~~of~~ Uniform Traffic Control Devices, 2) Florida Department of Transportation ~~Design~~ Standard~~s Road and Bridge~~ Technical Specifications for Road and Bridge Construction, 3) Florida Highway Administration Standard Highway Signs, and 4) Florida Department of Transportation Traffic Engineering ~~and Operations~~ Manual~~s~~.

9.01.04. *Construction plans submittal requirements.*

A. Construction Plans and Calculations shall be prepared, signed, and sealed by a Florida Licensed Professional Engineer or other Licensed Professional qualified in the appropriate field for which the Construction Plans and Calculations are prepared. Plans and calculations shall be submitted for review in accordance with the City's Development Review Process.

B. The City shall establish submittal checklists relating to the required contents of all Development Review submittals. The checklists shall establish minimum requirements for the contents of

Construction Plan and Design Document submittals. Additional information may be requested if the City believes the information is reasonably necessary in support of drainage analysis; including maps, charts, tables, graphs, photographs, narrative descriptions, additional calculations, explanations, and citations to support references as deemed appropriate to communicate the required information for reasonable evaluation of the site.

C. Grading and drainage plans shall include existing and proposed contours at one-foot (min.) intervals with spot elevations as needed for clarity and to adequately depict drainage patterns.

D. Topographic survey for half of right-of-way adjacent to project for full length of frontage, including existing driveways and right-of-way intersections within 100 feet of site, showing drainage structures, signage, and utilities.

E. Section views of all proposed retention/detention ponds, swales, berms, etc. showing 25-year stormwater elevation and top of bank elevation.

F. Construction details for all proposed manholes, inlets, and other stormwater control structures.

G. Location, size, length, and elevations of all proposed piping systems and related control structures.

H. Erosion control plans shall be on a separate sheet with existing and proposed contours.

I. Legends shown with all abbreviations and symbols identified.

J. Copies of permits from all regulatory agencies having jurisdiction over the project (prior to commencement of construction).

K. Phasing of development. The phasing of development is allowed as part of approval of a site plan or a Subdivision Preliminary Plat in accordance with the following standards:

1. Phasing of approved development shall be in keeping with an approved phasing plat that shows phase boundaries and describes included development and improvements.

2. Each phase shall be designed and constructed to include all improvements and other aspects of development necessary to meet all requirements of the Code and all other applicable regulations. Each phase shall require a site development permit.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.02. - Platting requirements.

9.02.01. *Purpose.* The purpose of this section is to establish requirements for the subdivision of land in the City and to ensure compliance with F.S. Ch. 177 .

9.02.02. *Subdivision design standards.* In addition to the requirements stated in other sections of this Code, subdivisions shall be designed according to the following:

A. *Lots.* All lots shall conform to the dimensional, yard, and building setback requirements of the applicable zoning district development standards. In addition, the following requirements shall apply:

1. *Width.* Lots fronting on a curve (ie. cul de sac) ~~All lots~~ shall have a minimum street frontage of 20 feet. The ~~, and those fronting on a curve shall meet the~~ minimum lot width shall be measured at the front setback line. Corner lots shall be 15 percent greater in width than the minimum required width of interior lots.

2. *Depth.*

a. Corner l~~L~~ots ~~along arterial streets~~ shall be deep enough to accommodate the two required front yard setbacks.

b. Flag lots are prohibited ~~unless approved as part of a Master Planned Development~~.

3. *Orientation.* Residential lots shall be designed so vehicular ingress and egress to/from those individual lots is not provided from abutting limited access roadways or arterials.

B. *Permanent reference markers.* A registered land surveyor shall install permanent reference monuments, permanent control points, and state plane coordinates in accordance with State laws and professional standards. These must be inspected by the second party surveyor to certify they have been set in the field prior to final plat approval or recording of the mylar.

9.02.03. *Easements.*

A. *Drainage easements.*

1. Drainage easements of a width required for conveying and maintaining an adequate storm drainage system shall be provided. Minimum width for piped systems shall be 1~~5~~0 feet plus the pipe diameter plus 2 feet for each foot of depth below grade to the bottom of the pipe, and 15 feet for open channels plus channel width, measured from top of bank to top of bank. Where deemed necessary by the Land Use Administrator or designee, additional easements and increased width may be required along waterways, natural watercourses, canals, and drainage ways.

2. Whenever a subdivision lies wholly or partly in any area for which the City has adopted a drainage plan, and is traversed by a natural or designed watercourse for which such plan requires a drainage easement or right-of-way, such easement or right-of-way shall be set forth on the preliminary and final plat and shall be dedicated to the City for public use.

B. [*Stormwater storage facilities.*] Stormwater storage facilities shall be constructed to provide adequate access for maintenance. An access and maintenance easement of ten feet around the perimeter of wet ponds and five feet around the perimeter of dry ponds, measured from top of bank, shall be provided for detention facilities. Maximum grade for maintenance easement shall be ten percent. Easements for stormwater facilities shall be given to the City. The City may but is not obligated to inspect and maintain the facility and bill the development for the work done. Stormwater management facilities, as defined, such as ponds, lakes are prohibited to be included in a platted lot.

C. [*Stormwater management systems.*] Stormwater management systems must be designed to accommodate maintenance equipment access and to facilitate regular operational maintenance (such as underdrain replacement, unclogging filters, sediment removal, mowing, and vegetation control).

D. *Utility easements.* Utility easements for both underground and aboveground facilities shall be provided where required by the Land Use Administrator. Such easements shall have a minimum width of ten feet and shall normally be laid out on property lines. In all cases, such easements shall be dedicated to the perpetual use of the public. Where lots abut along a common property line, the easement may be centered along said common property line.

E. *Pedestrian paths and sidewalk easements.* Pedestrian easements or walkways shall be provided through the interior of lots where such easements are required by the Land Use Administrator. Pedestrian easements shall be at least eight feet wide, or walkway width plus two feet, whichever is greater, and shall be laid out along the side or rear property lines. In all cases, such easements shall be dedicated to the perpetual use of the public.

F. *Private easements.* Private easements (or spite strips) between the road and the subdivision boundary or between subdivision boundaries shall not be permitted unless conditions are established under which the adjacent parcel can be connected to the road or adjacent property.

G. *Easements and right-of-way maintenance.* The City will maintain only those easements, rights-of-way, and public sites which it accepts for maintenance.

H. *Vacation of easements.* An easement may be vacated by a replat of the plat in which the easement was dedicated, or via a resolution of the City Council, based on the best interests of the public. The only easements eligible for vacation by resolution are easements which have been previously dedicated and accepted, such as with the approval of a plat. The applicant must submit recommendation letters from utility companies; and a survey and legal description of the area to be vacated; and must show that the easement should be vacated due to utility reroute, non-use of the easement, or that the easement is no longer needed for public purposes. The City can vacate only "public" easements located within the City which are dedicated to the City or to the public. Upon receipt of a vacation request, the City Clerk will publish a notice of public hearing, and shall notify property owners within the block where the easement is located of the public hearing by certified mail, return receipt requested. In addition, the applicant must post the notice at each end of the easement to be vacated, not less than 14 days prior to the public hearing. An affidavit of proof of posting must be submitted to the City Clerk not less than seven days prior to the hearing.

9.02.04. *Plat approval.* Prior to the City ~~Council hearing for~~ approval of a final plat, the developer must submit all required documents, recording costs, ~~and~~ fees~~,~~ and~~:~~

~~A.~~ p~~P~~rovide a cost estimate as outlined in 9.02.05.A.1.~~If infrastructure improvements have not been commenced, a surety bond guaranteeing funds to construct all subdivision public improvements must be provided for City Council approval. After approval, the mylar can be processed for recording; or~~

~~B. If infrastructure improvements have commenced and are continuing in good faith, the final plat can go to City Council without a bond but the mylar will not be processed for recording until all infrastructure is complete, based on City approval of all final inspections in the site development permit, and the submittal of a maintenance bond.~~

9.02.05. ~~*Performance surety*~~ *Surety for subdivisions and site plan construction projects.* ~~At such time as the City agrees to accept the dedication of any public improvements, a performance guarantee in accordance with the standards in this section shall be required.~~ To ensure completion of public infrastructure improvements that are required as part of an approved site plan or final plat (E.g., streets, sidewalks, stormwater management facilities, potable water facilities, wastewater facilities, and streetlights), the developer shall execute performance and maintenance sureties that guarantee the required improvements against all defects in workmanship and materials, including failure to construct or to continue to construct in accordance with approved plans and specifications.

A. *Performance surety.*

1. *Plat and site plan performance surety amount.* A plat or site plan surety must be in the form of a cash bond, performance bond, or irrevocable letter of credit. The cost estimate amount of the surety shall be based on 120 percent of the sum of the following costs, as certified under seal by the project engineer of record:

   a. Required subdivision ~~public~~ infrastructure improvements costs.

   b. Costs of all required improvements relating to ~~public~~ road right-of-way.

   c. Costs of all required off-site ~~public~~ infrastructure improvements.

   The amount of surety is subject to approval by the Land Use Administrator.

2. *Performance surety release.* The performance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release.~~Upon completion of all performance surety guaranteed improvements, applicable inspections, and acceptance by the City, performance sureties shall be released by the Land Use Administrator.~~

B. *Maintenance surety.*

1. *Plats and site plans with public improvements maintenance surety.* A maintenance surety for public improvements shall be submitted upon release of the performance surety. The maintenance surety provides a guarantee that the required improvements were completed without defects in workmanship and materials. The term of this guarantee shall be one year from the date of acceptance, unless the Land Use Administrator specifies a longer time frame.
2. *Maintenance surety amount.* The amount of the maintenance surety shall be based on 20 percent of the entire actual/present day costs of construction, including the costs of materials and labor for installing the required public infrastructure improvements. Actual costs for installing required public infrastructure improvements shall be itemized by improvement type as certified under seal by the project engineer of record, and subject to approval by the Land Use Administrator.
3. *Maintenance surety release.* The maintenance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release. ~~The maintenance surety may be released no earlier than one year from the date of acceptance of the required improvements by the Land Use Administrator. This action must be initiated, in writing, by the developer.~~

9.02.06. *Compliance with design requirements.* All land development improvements shall comply with all the requirements of this Land Development Code, including those which contain design and construction information for the following:

A. Horizontal and vertical dimensional design requirements.

B. Roadway, parking, and vehicle access ways.

C. Pedestrian pathways, sidewalks, and recreational trails.

D. Storm drainage, potable water, reclaimed water, and sanitary sewer infrastructure improvements.

E. Clearing, earthwork, and grading.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.03. - Construction and inspection requirements.

9.03.01. *Purpose.*

A. The purpose of this section is to establish requirements for the inspection of the construction of all site development improvements on both residential and non-residential projects. The construction inspection procedures set forth in this chapter and in the City Technical Standards Manual ensure conformity of construction with approved development orders, this Land Development Code, and any conditions of approval.

B. Separate construction inspection requirements for water and sewer improvements are established in Part II of this chapter. Inspections shall be performed as required by the Land Use Administrator.

9.03.02. *Commencement of construction.* Commencement of construction or disturbance of land of any type is prohibited unless:

A. A final development order is issued in conjunction with a site development permit or applicable building permits;

B. All requisite federal, state, county, and City site work permits for the project are obtained. Certification by the engineer of record, along with copies of all required permits, may be required by the Land Use Administrator.

C. A preconstruction meeting for the project is scheduled and held with the City, unless deemed unnecessary by the Land Use Administrator.

9.03.03. Commencement of construction on early start residential projects (as covered under F.S. 177.073) and/or early start nonresidential projects is prohibited unless:

A. A final development order is issued in conjunction with an early start site development permit.

B. FEDP water certification or partial certification for the project are obtained. Certification by the engineer of record is required.

C. All required city related checklist items are obtained.

9.03.0~~4~~3. *Types of inspections.*

A. The following construction inspections shall be held during the course of the construction of the project infrastructure:

1. Scheduled mandatory key checkpoint inspections.
2. Scheduled or requested minor inspections and field conferences.
3. Unscheduled site visits and inspections.
4. Stormwater Pollution Prevention Plan (SWPPP) Inspections.
5. All other inspections required by the governing contract for a specific project.
6. Scheduled final inspection for punch list work.
7. Scheduled re-inspection of punch list work.
8. Scheduled final inspection walkthrough, as required prior to the developer submitting a request for the following:
   a. Release of surety and acceptance by City of a maintenance bond.
   b. Acknowledgement of completion of required subdivision improvements to allow final plat recordation.
   c. Acceptance of roadways dedicated to the City.

9.03.0~~4~~405. *Privately owned bridges.* Privately owned bridges shall meet the design, construction, inspection, maintenance, and reporting criteria in accordance with the Florida Department of Transportation and federal standards.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.04. - Stormwater management requirements.

9.04.01. *Purpose.* The purposes of the stormwater management requirements are:

A. To provide for design criteria and construction requirements to achieve effective stormwater management.

B. To minimize adverse impacts of land development and related construction activities to property, environmentally sensitive areas, water bodies, and other natural resources.

C. To improve the public health, safety, and welfare by providing for the safe and efficient capture and conveyance of stormwater runoff.

D. To encourage and facilitate urban water resources management techniques including, but not limited to, the retention/detention of stormwater runoff and the enhancement of the environment.

E. To promote low impact development alternative designs and prevent loss of life and/or property due to flooding.

9.04.02. *Activities requiring a permit.* A St. Johns River Water Management District Environmental Resource Permit (ERP) is required for construction, operation, and maintenance of a stormwater management system that serves a project meeting any of the following thresholds:

A. Any project in, on, or over wetlands or other surface waters;

B. A total of more than 4,000 square feet of impervious or semi-impervious surface area subject to vehicular traffic;

C. A total of more than 9,000 square feet of impervious and semi-impervious surface area;

D. A total project area of more than five acres;

E. A capability of impounding more than 40-acre-feet of water;

F. Any dam having a height of more than ten feet, as measured from the lowest elevation of the downstream toe to the dam crest;

G. Any project that is part of a larger common plan of development or sale;

H. Any dry storage facility storing ten or more vessels that is functionally associated with a boat launching area; and

I. Any modification or alteration of a project previously permitted under pt. IV of ch. 373 , F.S.

9.04.03. *Minimum design standards and performance criteria.*

A. Design and Performance Criteria for Stormwater Management Systems shall meet the requirements as outlined in St. Johns River Water Management District (SJRWMD) Regulations, contained in the Applicant's Handbook Volume II (AH Vol II).

B. The Stormwater Management Plan shall, at a minimum, address the following:

1. Impacts to adjacent and downstream stormwater collection, conveyance, and storage systems resulting from increased runoff rate and/or volume from the project site.

2. Impacts to adjacent and upstream runoff contributing areas that may be hydrologically or hydraulically connected to the project.

3. Impacts to adjacent and downstream areas resulting from sediments and other pollutants that may be carried by stormwater runoff during and after construction.

4. Impacts to "Special Flood Hazard Areas" or "Volume Sensitive" areas associated with the project.

C. Stormwater Treatment and Attenuation.

1. Projects that discharge runoff to downstream areas that are not volume sensitive and have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood levels shall limit developed peak runoff rates to pre-developed runoff rates for the five-year, 24-hour and 25-year, 24-hour design storm events.

2. Projects that discharge runoff to downstream areas that are volume sensitive or do not have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood elevations shall provide detention for the 25-year, 96-hour discharge volume

for developed conditions, such that the volume released from the project during the critical time period is not greater than the volume released during pre-developed conditions.

3. Projects that contribute to the City of Palm Coast Master Stormwater Management System, as defined in the Palm Coast Comprehensive Land Use Plan (CLUP) Volume 3, shall also be designed and constructed to limit developed runoff rates to pre-developed rates for the 100-year, 24-hour design storm event.

4. Projects that are constructed in phases shall meet the minimum design standards for each phase. No phase shall be dependent upon the construction of a future phase in order to meet these requirements.

5. Pond top of bank elevation shall be a minimum of twelve (12)~~six~~ inches above the maximum design storm elevation.

6. The Land Use Administrator (LUA) shall have the right to exempt any project from Section 9.04.03.C.1. and 2. above that discharges directly into the Intracoastal Waterway or Atlantic Ocean.

7. Stormwater system analysis shall include Pre-Development and Post-Development runoff hydrographs; routing the Post-Development runoff hydrographs through the stormwater storage system; and sizing of the storage system and discharge control structure(s) to meet the minimum requirements of this section. Stormwater discharge computations shall include storm frequency, storm duration, rainfall amount, rainfall distribution, hydrologic soil conditions, runoff coefficients, pond stage, storage, and discharge, changes in land use cover and slope conditions, off-site runoff contributing areas, time of concentration, tailwater conditions, and any other changes in hydraulic, hydrologic, and topographic characteristics associated with the development.

8. Control devices that are designed to contain more than two-foot depth of water within the structure during the design storm and have openings greater than one-foot minimum dimension shall be restricted from public access.

9. All stormwater basin side slopes shall be stabilized by either vegetation or other biodegradable materials to minimize erosion and sedimentation of the basins.

10. Wet detention stormwater management systems shall provide a littoral zone in accordance with AH Vol II.

D. Soils Investigations.

1. A geotechnical report, prepared by a licensed engineer or other professional authorized to perform such work under Florida Statutes, shall be submitted for stormwater storage facilities, systems, or open channels used as a dry retention/detention facility designed to contain standing water for less than 72 hours after the occurrence of a rainfall event, or using infiltration to meet the requirements of this Code. The report shall contain a soil boring log, boring locations, and any parameters that may affect the design or recovery of the facility including, but not limited to: estimated seasonal high water table, hydraulic conductivity, and locations of confining layers.

2. For dry retention systems, soil borings shall be of sufficient depth to determine the wet season high water table and the permeability of the soils.

E. Water shall not be diverted into a natural buffer area for retention purposes where such water level change will adversely affect the health or survivability of retained trees.

F. It is presumed that the lowering of the water table for the purpose of constructing detention/retention basins and for the purpose of permanently protecting road construction does not conflict with this Land Development Code if all of the following are met:

1. The development is permitted by the St. Johns River Water Management District and the City;
2. The lowering of the water table has no adverse effect on wetlands and surface waters as defined in 62-340, F.A.C.; and
3. The lowering of the water table does not increase flows to the detriment of neighboring lands.

G. Where stormwater and other waters drain from lands outside the City, facilities within the City shall be designed in accordance with this Land Development Code, as if the entire area being drained was within the City.

9.04.04. *Limiting conditions.*

A. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems, and control structures during construction or siltation must be removed prior to final grading and stabilization.

B. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with Section 9.04.06. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with Section 9.04.06. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

C. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to another responsible entity.

D. If the permitted stormwater management system was designed by a registered professional, within 15 days of providing the required as-built certification to the St. Johns River Water Management District, or 45 days after completion of the stormwater system (whichever occurs first), the permittee must submit to the City a copy of Water Management District Form No. 62-330.310 (1) (As Built Certification By a Registered Professional), signed and sealed by an appropriate professional registered in the State of Florida.

E. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

9.04.05. *Collection and conveyance.*

A. Stormwater collection and conveyance systems shall be designed, as a minimum, to convey runoff resulting from the ten~~five~~-year, 24-hour storm event. Collector roadway cross drains shall also be designed to convey the ten-year, 24-hour storm event.

B. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the 25-year, 24-hour storm. Full recovery and use of the roadway must be available at the end of the design storm event.

C. Stormwater systems serving parking lots, or other non-residential property, shall be designed to collect and convey all stormwater flows into and through the system without creating adverse impacts to adjacent properties. The system shall recover from temporary ponding such that use of the parking area is available at the end of the storm event.

D. Minimum allowable pipe size for stormwater systems located within the City of Palm Coast right-of-way shall be 15 inches.

E. Design storm frequency for open channels shall be as follows:

1. Local roadway swales and ditches; ten~~five~~-year storm event.

2. Collector roadway swales and ditches; ten-year storm event.

3. Outfall ditches and canals; 25-year storm event.

9.04.06. *Erosion and sediment control.*

A. Erosion and sediment control Best Management Practices (BMPs) shall be used ~~as necessary~~ during construction to retain sediment and turbidity on-site. These management practices shall be designed and certified by an appropriate licensed professional experienced in the fields of soil conservation or sediment/turbidity control according to specific site conditions, and shall be shown on the plans for the stormwater management system. The Permittee shall have a licensed professional provide the contractor, as part of the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (SWPPP), information pertaining to the construction, operation, and maintenance of the erosion and sediment/turbidity control BMPs.

B. Best Management Practices shall be designed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (~~June 2007~~July 2013 or latest edition), and the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual (FDEP ~~July 2008~~October 2018 or latest edition), as both are amended, and shall be shown on the "Grading and Drainage Plan" or on a separate "Erosion Control Plan".

C. Any sedimentation leaving the site or impacting adjacent areas shall be halted immediately and the adjacent areas restored to pre-existing conditions. Restoration efforts shall be coordinated with FDEP or SJRWMD, as appropriate, to ensure that the restorative activities are consistent with the Statewide Environmental Resource Permitting (SWERP) rules.

D. All areas disturbed by authorized construction activities shall be sodded, hydro-seeded and mulched, or protected by other appropriate erosion control measures. Banks or berms having a 3:1 slope or steeper shall be sodded.

1. Within City ROW only sod shall be accepted along slopes.

E. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

F. Damage to private land, public rights-of-way, or other property shall be repaired prior to issuance of a certificate of occupancy or permit final. In case of damage to private property or to public rights-of-way, it shall be the joint and severable responsibilities of the permittee and contractor to make repairs as directed by the Land Use Administrator or designee.

9.04.07. *National Pollutant Discharge Elimination System Stormwater Program.*

A. The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates construction activities that disturb one or more acres of land and discharge stormwater to surface waters of the state or into a Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances such as roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains. If a project is less than one acre, but part of a larger common plan of development or sale that will ultimately disturb one or more acres, permit coverage is also required.

B. NPDES Construction Generic Permit (CGP).

1. The operator is ultimately responsible for obtaining permit coverage and implementing appropriate pollution prevention techniques to minimize erosion and sedimentation from stormwater discharges during construction. The operator is the entity with sufficient authority to ensure compliance with the permit requirements. Typically, the operator is the owner, developer, or general contractor.
2. For construction projects where the operator changes, the new operator should obtain permit coverage at least two days before assuming control of the project, and the previous operator should file an NPDES Stormwater Notice of Termination (FDEP Form 62-621.300[6]) within 14 days of relinquishing control of the project to a new operator. The previous operator must meet the conditions to terminate coverage in accordance with Part VIII of the CGP.

C. Obtaining Coverage under the CGP.

1. Obtain and carefully read the CGP (available online at the Florida Department of Environmental Protection Website).
2. Develop a site specific SWPPP.
3. Complete in its entirety the application or Notice of Intent (NOI) (FDEP Form 62-621.300[4][b]).
4. Submit the NOI with the appropriate processing fee to the NPDES Stormwater Notices Center (Do not submit plans or a copy of the SWPPP when applying for coverage).
5. Provide a copy of the SWPPP and approved NOI to the City of Palm Coast (MS4 Operator).
6. Operators seeking coverage under the CGP must apply for permit coverage at least two days before construction begins.

D. SWPPP contents.

1. The SWPPP must identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of BMPs that will be used to reduce the pollutants in stormwater discharge associated with construction activity and ensure compliance with the terms and conditions of the permit.
2. The SWPPP must be developed before an NOI is filed in order to receive CGP coverage, and must meet or exceed FDEP requirements. Also, beginning on the first day of construction activities, the SWPPP must be available at the location identified in the NOI.

   If the location on the NOI is not at the construction site, a copy shall be provided to the City as well as any inspection forms completed as part of the SWPPP.
3. A SWPPP should consist of a narrative and a site map. The CGP also requires a certification statement to be signed by the operator. The SWPPP must be developed and implemented for each construction site covered by the generic permit and must be prepared in accordance with good engineering practices.
4. The narrative report shall include a site description and, at a minimum, the following information about the site:
   a. Description of the construction activity;
   b. Intended sequence of major soil-disturbing activities;
   c. Total area of the site and total disturbance area;
   d. Description of the soils and estimate of the size of the drainage area for each discharge point;

e. Latitude and longitude of each discharge point and the name of the receiving water for each discharge point; and

f. Site map indicating drainage patterns and slopes, areas of soil disturbance, undisturbed areas, locations of BMPs, stabilization areas, surface waters/wetlands, and discharge points.

5. Each plan must include a description of the appropriate controls, BMPs, and measures that will be implemented at the construction site. The plan must clearly describe for each major soil-disturbing activity the appropriate control measures and the timing for implementing these measures.

6. The plan shall also identify and ensure the implementation of appropriate pollution prevention and treatment measures for non-stormwater components of the discharge.

7. The preparer of the SWPPP or responsible authority must sign and date the following certification statement as part of the SWPPP:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations."

8. Contractor Certification Requirement: All contractors and subcontractors identified in the SWPPP, or those selected at a later date, must sign and date the following certification statement before conducting land disturbing activities on the site:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there under."

9. A copy of the NOI or acknowledgment letter from FDEP confirming coverage must be posted at the construction site in a prominent place for viewing (such as alongside the building permit).

E. Retention of records. The permittee shall retain copies of the SWPPP and all reports required by the CGP, and records of all data used to complete the NOI to be covered by the CGP, for at least three years from the date that the site is finally stabilized. The permittee shall retain a copy of the SWPPP and all reports, records, and documentation required by the CGP at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

F. Notice of termination (N.O.T.). Upon completion of the project and final stabilization, the permittee should submit a completed N.O.T. to the NPDES Stormwater Notices Center and the City of Palm Coast. The elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control have been removed, or will be removed at an appropriate time.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.05. - Stormwater discharge pollutant control.

9.05.01. *Enforcement.*

A. All persons in violation of this regulation shall remedy such violations immediately. All persons in violation shall, in addition to all other required remedial actions, upon detection or written notification by the City, provide a written response outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. All such proposals for corrective action are subject to the approval of the Land Use Administrator.

B. The Land Use Administrator or designee is authorized to issue ~~cease and desist orders~~a notice of violation in the form of a written official notices hand delivered, ~~or~~ sent by certified mail, and/or posted to the property to the person(s) believed to be responsible for the violation or the owner of the property from, or on which, the violation is believed to be occurring. Specific activities and operations may be ordered to cease based upon the following conditions:

1. In a situation that may have a serious effect on the health, safety or welfare of the public or the environment, including the quality of stormwater in the City's MS4; or

2. When irreversible or irreparable harm may result, in the reasonable opinion of the Land Use Administrator, and immediate cessation of the activity is necessary to protect the quality of the stormwater in the City's MS4, or to protect the public or the environment.

C. Should any person responsible for a violation of this regulation fail to take the remedial action as required by the City, the City ~~may~~ shall take such remedial action, and all costs incurred by the City shall be the responsibility of the person or persons responsible for the violation, and the City may record a lien against the personal and real property of the violator to recover said costs and to collect all fines and penalties imposed.

D. In addition to the remedies provided herein, the City may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this regulation. In addition, the City may also seek entry of a court order requiring restoration and mitigation of any impacted facilities, land or waters, and may request any other appropriate legal remedy, including reimbursement of court costs. The City shall be entitled to an award of attorney's fees in prosecuting such actions, together with all attorney's fees and costs on appeal.

E. Any fines or other funds received as a result of enforcement action under this regulation and which are not used for the specific purposes enumerated herein shall be deposited into the stormwater utility fund.

F. The City may also use the City's Code Enforcement process to enforce violations.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.06. - Land modification of platted residential lots.

9.06.01. *Clearing and earthwork.*

A. With proper permits, the City allows the modification of land for purposes such as grading, filling, excavation, unsuitable soils removal, and certain tree removal on vacant residential lots as set forth in Chapter 11, prior to the issuance of a building permit. The only exception is for vacant single-family residential property, where "vacant" is defined as land that is in a natural vegetated state, or land that has been cleared of such vegetation but contains no impervious area. Persons desiring to modify a residential lot prior to the issuance of a building permit must apply for and obtain a Right-of-Way Access and Lot Grading Permit, and shall be subject to the following general permit conditions:

1. The lot, if vacant of any structures, must be directly adjacent to a lot with a permitted structure and both lots shall be under the same ownership.
2. Prior to performing any work, a copy of the permit shall be posted on the site.
3. If wetlands or endangered species are discovered, additional requirements may be imposed by the City to protect natural resources.
4. A time limit of four months shall be allowed from the date the permit was issued until the work is completed. When the work is completed, a final inspection shall be requested by the applicant. If the work is not completed within four months, the City will monitor the site and may initiate code enforcement procedures. Passing the final inspection shall mean that the work is complete.
5. The owner shall preserve trees and vegetation in accordance with the tree preservation requirements set forth in Chapter 11.
6. After completion of the work, the owner of the property shall request a final inspection from the City, which will confirm if the clearing was completed in accordance with the permits.
7. Prior to the final inspection the following shall be completed:
    a. Swales shall be graded to the proper grade and cross section.
    b. ~~After the swale has been graded and prior to sodding, a swale elevation survey shall be prepared by a Florida licensed land surveyor to verify the swale elevations are correct.~~
    c. All disturbed areas of the site and public road right-of-way shall be stabilized with vegetation. All rights-of-way and any areas subject to erosion shall be sodded in accordance with the Florida Department of Transportation Design Standards.
    d. All tree barricades, silt fences, and construction debris shall be removed from the site or adjacent sites, if present.
    e. Repair of all road damage associated with permitted work shall be jointly and severally the responsibility of the property owner and permittee, and shall be completed prior to the completion or expiration of the permit.
    f. Replacement trees, if required, shall be planted.

B. Vacant lots are exempt from this permit if the lot is only to be cleared by hand cutting of non-protected trees and removal of existing vegetation. This includes mitigation type mowing for wildfire control/mitigation. This exemption only pertains to platted single-family residential lots and not adjacent reserve parcels, unplatted lands, or stand-alone lots of any type.

9.06.02. *Construction on platted residential lots.*

A. Residential dwelling units, other structures, and surrounding site work on platted single-family residential lots, shall be designed and constructed in conformance with this Land Development Code. Property owners or their agents shall obtain a building permit from the City prior to the construction of any aboveground or underground structure.

B. In addition to a building permit, a Right-of-Way Access Permit shall be obtained from the City.

C. This article should be used in conjunction with all applicable sections of the City of Palm Coast's Technical Manual.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.07. - Utilities.

9.07.01. *Purpose.* The requirements and regulations contained in this section are established to ensure the adequate provision of potable water (water), fire protection/suppression, sanitary sewer (wastewater), and reclaimed water facilities necessary to:

A. Meet City level of service requirements;

B. Provide adequate service capacities for individual projects; and

C. Meet the requirements of other related codes and standards adopted by the federal, state, City, or regional agencies.

9.07.02. *General requirements.*

A. *Connection to the City utility system.* Unless specifically allowed otherwise herein, all water, fire protection/suppression, sanitary sewer, and reclaimed water improvements shall be designed to connect to the City's central utility systems.

B. *Construction standards.* The design and construction of facilities for providing water, fire protection/suppression, sanitary sewer, and reclaimed water shall comply with City standards and state regulations.

C. *Private potable wells.* The City will allow the use of individual potable water wells if approved by the St. Johns River Water Management District. However, for all new development that requires site plan or subdivision approval that is within one mile of central service, the development shall be required to connect to the central service. For development that does not require site plan or subdivision approval, the development shall be required to connect to the potable water system if central service is available within 150 feet of the lot line. In the event that central service is not available in either instance, the development shall be required to connect within one year from the date that central service becomes available.

D. *Private non-potable wells.* Irrigation systems and swimming pools may be served by a separate private water supply system provided that no interconnection of any kind occurs between the private system and the public utility system, its water mains, the utility's water service line, the customer's water service line, a building's potable water plumbing pipes, or any pipe or line connection or extension, and then only if reclaimed water service is not available. If and when available on the property, reclaimed water shall be used for all appropriate uses. The design, permitting, construction, and use of this type of well shall comply with the most current regulations of the Flagler County Health Department, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, as appropriate.

9.07.03. *Potable water system.*

A. *Conditions precedent to water services.*

1. Water service may be activated if all permit conditions of the Florida Department of Environmental Protection are completed and the water distribution system has been approved and accepted by the City.

2. Except where otherwise permitted, all new development shall connect to the City's potable water system. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.

B. *Required meters.*

1. All residential facilities shall have individual meters for each dwelling unit unless a master meter installation is approved by the City in a utility agreement.

2. The property owner shall keep meter sites readily accessible with a minimum four feet of clearance around the meter/backflow assembly for meter reading and maintenance.

C. *Water mains location/sizing.*

1. Trunk lines shall have a pipe diameter meeting minimum requirements for fire flow and user consumption based on Florida Department of Environmental Protection regulations and standard engineering practices. Water mains shall be located within a public right-of-way or within a corridor (private rights-of-way) approved by the Land Use Administrator. All mains to which fire hydrants are connected shall be a minimum of six inches in diameter and in conformance with National Fire Protection Association (NFPA) standards. In no case shall a water main be smaller than four inches. To the maximum extent feasible, distribution lines shall be located parallel to and behind the back of the curb or edge of the pavement. Water mains shall be located to minimize conflicts with other utilities and existing or proposed structures.

2. All new development service lines and appurtenances thereto shall be installed and all costs shall be paid by the applicant. Upon construction completion and acceptance of the system, it shall be the design engineer's responsibility to ensure that the system is properly certified and accepted by the Florida Department of Environmental Protection, and that certified "as-built" drawings, consisting of one signed and sealed set of plans ~~plus a CD (compact disc) containing electronic files~~ are provided to the City in accordance with City standards. Under no circumstance shall the system be activated by anyone other than the Land Use Administrator.

D. *Booster pumps/fire protection systems.* It is prohibited and unlawful to modify or connect any booster pump or fire protection system to the City's potable water distribution system or to any water distribution system to which the City supplies water, except for consecutive public water systems, without the express written permission of the Land Use Administrator.

1. Any person planning to connect or modify any booster pump or fire protection system shall submit a detailed plan prepared by a Florida professional engineer to the Land Use Administrator for review and approval.

2. After submission of a detailed plan for connection or modification, the Land Use Administrator may approve the plan, with or without specified conditions or modifications, or reject the plan.

E. *Potable water backflow prevention devices.* All new construction shall have installed, on all potable water and fire prevention system lines, a backflow prevention device acceptable to Florida Department of Environmental Protection and of a size and design determined to be appropriate by the Land Use Administrator. All residential construction shall have a double-check device that shall be supplied and installed by the City at the owner's expense. All commercial lines two inches or smaller shall have a reduced pressure zone backflow preventer installed by the City at the owner's expense. All commercial or industrial construction lines larger than two inches shall have a reduced pressure zone backflow preventer or double-check detector/device (fire line only). The City approved device shall be installed at the owner's expense by a licensed contractor, inspected by the City, and certified by a licensed and certified backflow prevention technician or a certified City backflow prevention technician. All backflow prevention devices shall be installed and maintained in accordance with City standards.

F. *Fire line devices.* All fire line devices shall be installed and certified by a licensed fire protection contractor. The device shall be installed at a location determined by the Land Use Administrator. Where the device must be installed on private property, the location is subject to approval by the property owner. Backflow prevention devices on fire lines must be UL (Underwriters Laboratories) listed for fire protection systems. Backflow preventers shall be installed and maintained in accordance with City standards.

G. *Cross connections and interconnections.* It is unlawful for any person to cause a cross connection with the City's potable water system, reclaimed water system, wastewater system, or raw water system. All service connections shall comply with the City standards.

H. *Connection/temporary connection.*

1. The owner of each lot or parcel of land within the City proposed for occupancy for any use shall cause such building, structure, or use to be connected to the public water distribution system of the City, and shall use such facilities at the same time as a certificate of occupancy is issued, or sooner, with prior approval by the City.
2. For temporary connection to the City water system for construction not involving new lines, a metered connection to a fire hydrant may be permitted. The meter and backflow preventer shall be supplied by the City and the user must comply with City standards.

I. *Utility line extensions—Service line extensions.* Service line extension requests shall be submitted to the Land Use Administrator for approval. If approved, the applicant may proceed with the installation of the service line extension after coordinating installation with the Land Use Administrator. All costs associated with the utility line or service line extension shall be the applicant's responsibility. All work and connections shall be performed by a Florida licensed contractor licensed to perform underground utility work.

J. *Utility main extension reimbursement policy.*

1. Procedure for the utility main extension reimbursement policy. In the event that any person or developer is required by the City to extend water, sewer, or reclaimed water lines or increase line size to a size larger than the minimum line size required for that development's needs, that person or developer may request reimbursement for the additional cost of such extension or increased line size in accordance with the following procedures:
    a. Engineering drawings and design calculations shall be submitted to the Land Use Administrator indicating the size and location of the proposed lines or the appurtenances thereto. The submittal shall also include preliminary cost estimates showing the cost difference for construction of the proposed oversize main versus the cost for the minimum size main that would be required to serve the parcel or development in accordance with the City's design standards.
    b. The Land Use Administrator shall review the entire submittal and shall make a determination of the eligibility of the proposal for reimbursement, based on the conformity of the proposed improvements with City standards and with the criteria established in Section 9.06.03.C.
    c. The City may enter into an agreement for reimbursement with the person making the submittal based on a finding that the trunk line(s) and appurtenances thereto comply with City standards. The agreement between the City and the person or developer will, at a minimum, include timeframes and conditions of reimbursement. The trunk line(s) and appurtenances are required to be appropriately sized and located. Adequate water and sewer treatment plant capacity must exist for the area anticipated to be served.

9.07.04. *Sanitary sewer systems, industrial wastes, and low pressure effluent pumping system.*

A. *Conditions precedent to wastewater service.* Wastewater service will be available only after all permit conditions of the Florida Department of Environmental Protection are complied with and the wastewater collection system has been approved and accepted by the City.

B. *Wastewater connection required.*

1. Except where otherwise permitted, all new development shall connect to the City's sewer system, as required by state law. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.
2. If the City sewer system is available as defined by law, all existing development is required to connect within one year from the date of notice of system availability. The owner of the property shall pay for all connection impact, installation and line extension fees.

3. Upon agreement by the City, and approval of the Department of Health, connection to the City sewer system may be deferred until it is deemed in the public interest to make connection mandatory due to financial or public health considerations.

4. The City may refuse wastewater from any lot or parcel of land upon which there is located any institutional, commercial, or industrial plant, building, or premises that does not comply fully with City standards; or that does not utilize City water; or that does not supply proper metering of its wastewater.

5. The discharge of wastewater into the City sanitary sewer system from air conditioning/heating units is prohibited.

C. *Wastewater design and inspection.*

1. The developer shall install house or site service connections. Each property connected to the sanitary sewer system shall have a cleanout or manhole located at the property line for cleaning the service from the cleanout to the sanitary main.

2. It is prohibited and unlawful to enter the City sewer system or appurtenance thereto, or make any connections thereto without the approval of the Land Use Administrator. It is unlawful for any person to tap, cut, or in any way use any line, branch, or part of the City sewer collection or sewage treatment facilities without such approval.

3. The Land Use Administrator, as a condition of the City providing utility service, shall be permitted to enter upon all properties for the purpose of inspection, observations, measurement, sampling, and testing.

D. *Lift (pumping) stations.* All lift stations to be dedicated to the City for ownership and maintenance shall conform to the requirements of this section and City standards and shall be designed as submersible stations.

1. Prior to the construction of a lift station, the applicant's engineer shall submit construction drawings and design calculations for review and approval by the City.

2. All lift stations shall be dedicated by a fee simple interest conveyance to the City for ownership and maintenance responsibility, unless otherwise approved by the Land Use Administrator.

3. Lift station sites shall have unimpeded access for emergency maintenance vehicles and shall restrict access to the wet well, valve vault, and electric control panel to prevent entry by unauthorized individuals.

E. *Industrial waste pretreatment and disposal.*

1. Generators of industrial waste that are deposited into the City sanitary sewer shall comply with the pretreatment and disposal requirements of the City.

2. All users shall comply with Florida Department of Environmental Protection permit conditions and any other applicable federal and state regulations to which the Publicly Owned Treatment Works are subject.

3. All pretreatment and disposal systems and appurtenances shall be designed to meet all applicable requirements of the Florida Department of Environmental Protection, Flagler County Health Department, and the City, to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the proper functioning of the system or cause or contribute to the contamination of receiving waters or the atmosphere.

9.07.05. *On-site wastewater treatment/disposal systems.* On-site wastewater treatment may be permitted by the City only in the EST-1, EST-2, and AGR Districts and in conformity to this section.

A. *Permit required.* A septic tank permit shall be obtained from the Flagler County Health Department prior to the issuance of a building permit. However, a building permit shall not be issued for the construction of such facility unless consistent with the Comprehensive Plan and this Land Development Code.

B. *Design and performance standards.*

1. A copy of the permit received from the Flagler County Health Department and all related information or documentation shall be submitted to the City.

2. Individual wastewater treatment/disposal systems, such as septic tanks, shall be located in an area that can be incorporated into a central sewer system when available. Systems shall be constructed and operated to ensure that they, either on an individual or cumulative basis, will not adversely impact public health or natural resources or cause undue expense to the City.

3. On-site wastewater treatment is prohibited in areas served by centralized wastewater treatment. Where septic tank use is permitted, septic tank systems shall be installed in conformance with the Flagler County Health Department requirements. Development shall be prohibited unless an alternative on-site disposal system (e.g., package-type wastewater treatment plant) is determined by the Land Use Administrator to be sufficiently effective to prevent degradation of adjacent surface waters or groundwater by the Florida Department of Environmental Protection, Flagler County Health Department, and the City, and provisions for the plant's eventual retirement and connection of the development to the central sanitary sewer system are adequate and binding.

4. The installation of on-site sewage disposal and treatment systems on sites one acre or less is prohibited. Sites greater than one acre of contiguous upland area in areas designated as Greenbelt on the City's Future Land Use Map that are served by municipal potable water service may be served by on-site sewage disposal systems if site environmental factors are appropriately addressed and the systems are installed in accordance with all applicable state and local regulations. If public potable water supply service is not available, the minimum site for the installation of on-site sewage disposal systems shall be two acres.

9.07.06. *Interim "package-type" wastewater treatment facilities.* The use of interim or package-type wastewater treatment facilities shall be subject to approval by the City Council based on an agreement that specifically provides for the eventual transition to City facilities. These facilities shall meet the following design and performance standards.

A. Small package-type wastewater treatment plants, as defined below, shall not be permitted in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water or other natural resources (e.g., groundwater aquifers and surface water systems), unless the plant's owner provides sufficient financial resources or surety for the City to assume responsibility for operating and maintaining the collection, treatment, and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this Code:

1. Small package-type wastewater treatment plants are defined as prefabricated and component assembled plants of 100,000 gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.

2. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the quality of regional water resources by lateral surface/subsurface flow or by percolation.

3. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated if the facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

4. Measures shall be undertaken to assure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating, and maintaining each wastewater treatment and disposal facility, and of connection to regional facilities, if applicable, at the appropriate time.

B. Interim or package-type wastewater treatment facilities shall connect to the municipal sanitary sewer system when the access to the system becomes available. The following criteria and procedures shall be adhered to in the implementation of this standard:

1. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate if:

a. The facility is properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and

b. The facility is phased out at the option of the City, without cost to the City, and connected to the City system when sufficient capacity is available.

2. When a private facility is phased out and connected to the City sewer system, all costs of connection to the central system and discontinuing the interim use is the obligation of the owner of the private facility.

C. Where soil conditions permit, an interim package treatment plant may be permitted if:

1. Sewer lines and lift stations are constructed to City standards;

2. Impact fees for future connections to the City system are paid or a surety is provided; and

3. The developer agrees to discontinue operation of the package plant and connect to the City system, when available.

D. Existing development with central wastewater treatment shall connect to the City system as soon as possible after the City system is available or if the existing system is found to have deficiencies that are likely to create a serious health or pollution problem. Property owners shall pay the impact fee and connection fee then in effect.

9.07.07. *Reclaimed water systems.* Reclaimed water system construction and materials shall comply with City standards.

A. *Conditions precedent to reclaimed water services.* Reclaimed water service shall be activated only after all permit conditions of the Florida Department of Environmental Protection are completed and the reclaimed water distribution system has been approved and accepted by the City.

B. *Compliance with state regulations.* In the operation and use of the City's reclaimed water system, the City and all users shall at all times comply with all applicable regulations of the Florida Department of Environmental Protection relative to the reuse of reclaimed water.

C. *Design and performance standards.* All reclaimed water systems shall meet applicable requirements of the Florida Department of Environmental Protection and the City.

D. *Connection permit required.* It is prohibited and unlawful to connect to any public reclaimed water main or appurtenance without prior approval from the Land Use Administrator and the acquisition of all required state and local permits.

E. *Reclaimed water lines.* All new developments shall provide a reclaimed water system for irrigation purposes, unless otherwise approved by the Land Use Administrator. ~~If reclaimed water is not available at the time of construction, a connection shall be provided with backflow prevention to the potable water system until the reclaimed water is available.~~

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.08. - Outdoor lighting requirements.

9.08.01. *Purpose.* This section provides specific development requirements to regulate outdoor lighting in order to provide for sufficient lighting levels to meet use needs, but to reduce or prevent light pollution and light disturbance. Reducing or preventing light pollution means, to the extent reasonably possible, ensuring the reduction or prevention of glare and light trespass, the conservation of energy and the promotion of safety and security~~, in general conformity with the "dark sky" goals and recommendations.~~.

9.08.02. *Approved materials and methods of installation.* The provisions of this section are not intended to prevent the use of any material or method of installation not specifically proscribed by this section, if any such alternate has been specifically approved. The Land Use Administrator may approve any such alternate if the proposed design, material, or method:

A. Provides approximate equivalence to the specific requirements of this section; or

B. Is otherwise satisfactory and complies with the intent of this section.

9.08.03. *Shielding and filtering.* All outdoor light fixtures shall be fully shielded as required in this section. All outdoor light fixtures required to be filtered by this section shall have glass, acrylic, or translucent enclosures (quartz glass does not meet this requirement).

9.08.04. *Requirements for shielding and filtering.* The requirements for shielding and filtering light emissions from outdoor light fixtures are set forth in the following table:

Table 9-1: Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered
Low Pressure Sodium	None	None
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent Greater than 160 W	Fully	None
Incandescent 160 W or less	None	None
Mercury Vapor	Not permitted	Not permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

9.08.05. *Parking lot lighting.* General exterior lighting shall provide adequate illumination to safely guide vehicles and pedestrians into, out of, and within a site, and deter vandalism. Exterior lighting sources shall render colors faithfully so that pedestrians and vehicle operators are able to distinguish colors and differentiate objects within their field of vision and be arranged so as to eliminate on-site glare and spillover onto adjacent properties, public streets, and highways.

A. *Plan required.* An illumination plan prepared by a Florida licensed professional engineer and/or certified professional with expertise in the field of illumination shall be submitted for each parking facility. Each parking facility shall meet the pedestrian security requirements as set forth in Section ~~1~~4 of IESNA - RP-20-~~98~~ 14 Lighting for Parking Facilities, ~~1998~~ 2014 or current edition. Such plan shall comply with all requirements as outlined in this section.

B. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if determined to provide an equivalent public benefit.

C. *Shielding requirement.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

D. *Design requirement.*

1. The maximum height of light poles in areas other than pedestrian areas shall be 35 feet, including the base. Light poles exceeding 35 feet in height shall not be allowed unless approved through a special exception use order or development agreement. For pedestrian areas, the maximum height of a light pole shall be 16 feet, including the base.

2. Fixtures shall be designed as integral design elements that complement the design of a development through style or by blending into the landscape material. Bright colors such as primary and secondary colors including, but not limited to, white, are prohibited for light pole uses.

3. Light poles shall not be placed in required parking lot landscape islands of less than 500 square feet or anywhere else on the site where they will conflict with existing or proposed shade trees. Light pole locations shall be depicted on all sets of site plans to ensure no conflicts between utilities and landscaping.

4. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.06. *Roadways.* All new development abutting or containing public or private roadways shall provide street lighting within those roadways meeting the following requirements:

A. *Installation.* All infrastructure associated with lighting shall be installed; including, but not limited to, pole boxes, conduits, etc.; concurrent with the development.

B. *Plan required.* An illumination plan prepared by an expert in the field of illumination shall be submitted for each roadway segment that is adjacent to the proposed development and required by the Land Use Administrator to be illuminated. The illumination requirements for roadway facilities shall meet the more stringent standards set forth in American National Standards Institute, Illuminating Engineering Society of North America (ANSI/IESNA) RP-8-00 (R2005) and Florida Department of Transportation Standards (latest editions). Such plan shall comply with all requirements as outlined in this section.

C. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles

around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if the lighting is determined to provide an equivalent public benefit. All light fixtures shall be standard fixture types as determined by the City.

D. *Shielding requirements.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

E. *Design requirements.*

1. Light pole locations shall be depicted on all sets of the plans to ensure that no conflicts exist between proposed utilities and proposed landscaping.
2. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.07. *Prohibitions.*

A. *Outdoor building, landscaping, and signs.* The unshielded outdoor illumination of any building or landscaping is prohibited except for incandescent fixtures with lamps of 100 watts or less.

B. *Mercury vapor.* The installation of mercury vapor fixtures is prohibited.

9.08.08. *Exemptions.*

A. *Nonconforming fixtures.* Outdoor light fixtures installed prior to August 19, 2008 are exempt from the provisions of this section; provided, however, that no change in use, replacement, structural alteration, or restoration of outdoor light fixtures may be made unless it thereafter conforms to the provisions of this section.

B. *Ornamental lighting.* Ornamental street lighting is exempt from the provisions of this section and is a permitted lighting installation.

C. *Construction and emergency lighting.* Lighting necessary for construction or emergencies is exempt from the provisions of this section if temporary and discontinued immediately upon the completion of the construction work or abatement of the emergency necessitating said lighting.

D. *Searchlights.* The use of searchlights is prohibited unless a permit specifying conditions is issued by the Land Use Administrator.

E. *Request for exemption.* Any person may submit a written request for an exemption from the requirements of this section. The request for exemption shall be submitted in writing to the Land Use Administrator and shall contain the following information:

1. Specific exemption requested.
2. Type and use of exterior light involved.
3. Duration of time for requested exemption.
4. Type of lamp and calculated lumens.
5. Total wattage of lamp or lamps.
6. Sketch to scale showing location of proposed exterior light.
7. Previous exemptions granted, if any.
8. Physical size of exterior light and type of shielding provided.

9. Any additional information required to make a reasonable evaluation of the request for exemption.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 10.01. - Wetland Resources.

10.01.01. *Purpose and intent.* The purpose of this section is to ensure the protection of high-quality wetland systems in a manner consistent with the resource protection guidelines adopted in the City's Comprehensive Plan and existing state regulatory standards. In addition, it is the City's intent to maintain the sustainability of high-quality wetland corridors~~systems~~.

10.01.02. *Exempt activities.* The following activities or uses within wetlands or required upland buffers adjacent to wetlands are exempt from the provisions of this section:

A. Construction of single-family residential units within existing, recorded subdivisions where adjoining street and drainage improvements have been constructed.

B. Construction of hiking trails, walking paths, observation decks, and other similar facilities related to passive recreational activities.

C. Manual clearing with hand tools of vegetation (no stump removal or soil disturbance) from an area of less than ten percent of a wetland or required upland buffers adjacent to a wetland located on a single parcel. Utilizing this exemption does not relieve the applicant from meeting all applicable regulations listed in Chapter 11.

D. Bona fide agricultural uses that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

E. Bona fide fire line control activities that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

F. Silviculture activities, which follow the best management practices, outlined in the publication entitled, "Silviculture Best Management Practices Manual", Florida Department of Agriculture and Consumer Services, Division of Forestry and as outlined in Chapter 62-330.0511 FAC, as amended.

G. Bona fide, approved, mosquito control activities conducted by a government-approved agency provided it is in strict conformity with the requirements as set forth in F.S. chs. 482 and 487 , and Rules 5E-2 and 5E-9, Florida Administrative Code.

H. Utility facilities including crossings, easements, or rights-of-way that are related to generation, distribution, collection, transmission, or conveyance of the utility service to its customers.

I. Custodial maintenance activities of stormwater management systems.

J. Authorized activities with approved Florida Department of Environmental Protection, St. Johns River Water Management District, or US Army Corps of Engineers permit(s) for wetland restoration, enhancement, monitoring, or mitigation activities.

K. The installation of driveways to single-family residential units within existing recorded subdivisions where wetland crossings provide the only physical or legal access point, and provided that the wetland crossing maintains the existing wetland hydrologic connections and that best management practices are in place during construction activities to minimize wetland impacts.

L. Activities qualifying for and obtaining a Notice of General Permit through the joint environmental resource permitting application are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

M. Wetland impacts associated with access to a permissible use or a linear project if an alternative analysis for avoidance and minimization has been approved. This exemption also applies to Florida Department of Transportation public transportation projects.

N. Activities that qualify for and obtain a State Programmatic General Permit (federal authorization delegated to the state) are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

O. Activities determined to be de minimis under the Florida Statutes.

10.01.03. *Wetland identification.*

A. *Methodology.* Wetlands shall be delineated~~identified~~ pursuant to the methodology contained in the Florida Administrative Code Chapter 62-340 or the Pre-Henderson Wetland Delineation Methodology (F.S. § 373.421 (7)). Wetlands may consist of, but are not limited to, forested swamps, sloughs, freshwater and tidal marshes, and wet prairies.

B. *Exempt from regulation.* This section shall not be construed to regulate roadside ditches, conveyance swales, utility related drainage features, or stormwater management systems.

C. *Qualifications for wetland delineation.* All state jurisdictional wetlands shall be field delineated by a ~~Florida~~ Qqualified Eenvironmental Pprofessional and surveyed by a Florida registered land surveyor for illustration on all plans submitted to the City for subdivision, site plan review, or rezoning applications.

10.01.04. *Measures to avoid or minimize wetland impacts.* The applicant must consider practicable design modifications that will reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of failing to implement the stormwater management system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification that is not technically capable of being constructed, or is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a stormwater management system cannot cause a net adverse impact on wetland functions and other surface water functions, unless it is offset by mitigation in accordance with the requirements established by state law.

10.01.05. *Wetland impact report required.*

A. Except as otherwise provided herein, the applicant shall demonstrate consistency with the category requirements in Table 10-1 as follows:

Table 10-1: Wetland Impact Analysis Report Requirements

Requirement in Application Package	Optimal Wetland	Moderate Wetland (1)	Minimal Wetland (1)
Wetland Impact Analysis	YES	YES	YES
Alternatives analysis for avoidance and minimization	YES	YES	NO
Assurance of 'no net loss of wetland functions' for the wetland system(s) located on the project site	YES	NO	NO
Compensatory mitigation within the City's geographic boundary is preferred. However, mitigation shall occur within the same hydrologic basin per St. Johns River Water Management District, or as consistent with the Florida Administrative Code (2)	YES	YES	YES
A copy of all requisite federal and/or state wetland permits	YES	YES	YES

(1) Wetland Impacts regulated by St. Johns River Water Management District, ~~or~~ the Florida Department of Environmental Protection, or Army Corp of Engineers

(2) In accordance with F.S. § 373.4135 , as amended, the City shall not deny the use of a mitigation bank or off-site regional mitigation due to its location outside of City jurisdiction.

B. Category wetlands are described as follows:

1. *Optimal wetlands*—Named wetland systems associated with surface water bodies and/or a wetland quality assessment methodology score between 0.71 and 1.0.

2. *Moderate wetlands*—Wetland quality assessment methodology score between 0.41 and 0.70

3. *Minimal wetlands*—Wetland quality assessment methodology score between 0.0 and 0.40

10.01.06. *Submittal requirements for wetland impact analysis report.* The City shall require a wetland impact analysis report for projects that are proposed to impact state jurisdictional wetlands. The wetland impact analysis report shall be submitted during the subdivision and site plan process for evaluation. The wetland impact analysis report shall be completed by a Florida qualified environmental professional and shall include, but not be limited to:

A. A description of all waterbodies, watercourses, and wetlands on-site and a general description of wetlands immediately adjacent to the site to allow an assessment of wetland impacts.

B. A map of the entire contiguous natural systems including the on-site wetland systems, based on the Florida Land Use Cover Classification System.

C. The existing environmental, soil, and hydrologic conditions of the site.

D. The proposed wetland impact site to be evaluated pursuant to the City's wetland quality assessment methodology. If the results of the wetland quality assessment methodology are deemed unsatisfactory by City staff, the City may require, at the applicant's expense, an additional wetland quality assessment methodology from another qualified environmental professional.

E. A map or site plan depicting on-site wetlands, wetlands proposed for impacts, roads, easements, stormwater facilities, buffers, building location, and other on-site facilities or structures.

F. An alternative site plan analysis consistent with City standards for avoidance and minimization of wetland impacts, where applicable, which illustrates that wetland impacts have been avoided and/or minimized to the greatest extent practicable through project design modifications.

G. A demonstration that the level of function provided to fish and wildlife and listed species by the subject wetland(s), including water quality of the receiving waters, will not be adversely affected.

H. Report must be completed within 5 years of submittal or must have a valid formal wetland determination through appropriate agencies. An updated delineation report can be requested if the site has been altered since the delineation in such ways, such as but not limited to clearing and altered water flow.

10.01.07. *Permitted activities and requirements.* Once the requirements of this section have been met, wetland impacts for moderate and minimal quality wetlands and associated mitigation activities shall be governed by the St. Johns River Water Management District, the Army Corp of Engineers, or the Florida Department of Environmental Protection, as applicable. A St. Johns River Water Management District, the Army Corp of Engineers, and/or Florida Department of Environmental Protection permit shall be prima facie evidence of compliance with this section. No net loss of wetland function shall be permitted for each optimal wetland system located in the City.

10.01.08. *Buffers.*

A. *Natural upland buffers.* A natural upland buffer, with an average width of 50 feet, but no less than 25 feet, shall be provided adjacent to and surrounding optimal wetlands; and a buffer with an average width of 25 feet, but no less than 15 feet, shall be provided adjacent to moderate and minimal wetlands.

1. Upland buffers adjacent to wetlands shall consist of natural upland habitats that can provide for the various life functions of wetland dependent wildlife.

2. Upland buffers adjacent to wetlands shall not be altered except as exempted by Subsection 10.01.02. Wetland buffers shall be protected from erosion and sedimentation during construction activities by installing and maintaining silt fence or turbidity barrier 1 foot landward from upland buffer or permitted wetlands impacts. A double row of silt fence, spaced at least 3 feet apart, shall be installed on any upland buffer or wetland that falls under categories below:

a. Is protected by conservation FLUM or Preservation Zoning.

b. Is within a conservation easement

c. Is a high-quality wetland as determined by 10.01.05.B

As an alternative, a reinforced silt fence may be used in lieu of double row silt fence.

B. *Activities permitted within a buffer.* Activities or construction, which does not have an adverse effect on the natural function of the wetland buffer, may be permitted within the buffer. The activities or construction include, but are not limited to, pruning, planting of suitable native vegetation, removal of exotic and nuisance plant species, construction of minor drainage structures such as ~~swales,~~ outfall pipes and outfall structures , ~~or berms~~, construction of elevated boardwalks, docks, piers, passive recreation such as~~, or~~ at grade pervious hiking trails.

10.01.09. Unpermitted Impacts to wetlands or upland buffers during construction. In the absence of an appropriate wetland permit(s), development related activities shall not cause the diminishing of quality or destruction of Wetlands in contravention of applicable federal and state laws, rules, or regulations. Should wetlands exist on the subject property, all development activities that might negatively affect that wetlands shall cease. The applicant shall notify the City, FDEP, SJRWMD, and ACOE, to the extent required by law, if wetlands are determined to be on site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Upland Buffers and wetlands shall be maintained in their natural vegetated condition. Native vegetation removed or destroyed within the Upland Buffer or wetlands in violation of this Code shall be restored. These areas shall be replanted with comparable native vegetative species as were removed or destroyed.

Sec. 10.02 - Floodplain Management.

10.02.01 *Administration.*

A. *General.* These regulations shall be known as the Floodplain Management Ordinance of the City of Palm Coast, hereinafter referred to as "this article."

B. *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or

replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

10.02.02 *Reserved.*

10.02.03 *Intent.*

A. *[Purposes.]* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

B. *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

C. *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guarantee of vested use, existing use, or future use is implied or expressed by compliance with this article.

D. *Disclaimer of liability.* This article shall not create liability on the part of City Council of the City of Palm Coast or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

10.02.04 *Applicability.*

A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Palm Coast as established in Section 10.02.04.C of this article.

C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Flagler County, Florida and Incorporated Areas dated June 6, 2018 and any subsequent revisions, and the accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Palm Coast Community Development Department, 160 Lake Avenue, Palm Coast, Florida 32164.

D. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Section 10.02.07 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the Floodplain Administrator indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as a flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.

2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

E. *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

F. *Abrogation and greater restrictions.* This article supersedes any article in effect for management and development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

G. *Interpretation.* In the interpretation and application of this article, all provisions shall be:

1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under state statutes.

10.02.05 *Duties and powers of the Floodplain Administrator.*

A. *Designation.* The Land Use Administrator is designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies, and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 10.02.09 of this article.

C. *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed development will be located in flood hazard areas;
2. Review applications for modifications of any existing development in flood hazard areas for compliance with the requirements of this article;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources which shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

D. Substantial improvements and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before the repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvements or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

E. *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 10.02.09 of this article.

F. *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

G. *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 10.02.08 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

1. In coordination with the Building Official, review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the flood resistant construction requirements of the Florida Building Code, including elevation requirements;

2. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10.02.05.D of this article;

3. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

4. Require applicants, who submit hydrologic and hydraulic engineering analyses to support permit applications, to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

5. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete. Elevation certificates shall be provided at three stages, 1) construction drawings, 2) building under construction, and 3) finished construction;

6. Notify the Federal Emergency Management Agency (FEMA) when the corporate boundaries of the City of Palm Coast are modified; and

7. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

I. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City of Palm Coast.

10.02.06 *Permits.*

A. *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

B. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in F.S. § 604.50 .
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in F.S. § 366.02 , which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site, and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in F.S. § 553.73 (10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City of Palm Coast. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.

4. Be accompanied by a site plan or construction documents as specified in Section 10.04.07.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

E. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the City.

H. *Other permits.* Floodplain development permits and building permits shall include a condition or disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

1. The St. Johns Water Management District; F.S. § 373.036 .
2. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 , and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055 .
4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
5. Federal permits and approvals.

10.02.07 *Site plans and construction documents.*

A. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zone(s), base flood elevation(s), and ground elevations. ~~if necessary for review of the proposed development.~~
2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10.02.07.B.2 or Section 10.02.07.B.3 of this article.
3. Where the parcel on which the proposed development will take place does not have base flood elevations included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10.02.07.B. of this article.

4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

7. Existing and proposed alignment of any proposed alteration of a watercourse. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

B. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

3. Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, the base flood elevation shall be determined using a site-specific floodplain study by a professional engineer using detailed methods.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway or within the 25-foot floodway setback, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analyses to FEMA as specified in Section 10.02.07.D of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within the community. This requirement does not apply in isolated flood hazard

areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone "O" or Zone "AH".

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10.02.07.D of this article.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant shall seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

10.02.08 *Inspections.*

A. *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

D. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator: the certification of the lowest floor prepared and sealed by a state-licensed surveyor.

E. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 10.02.08.D of this article.

F. *Manufactured homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

10.02.09 *Variances and appeals.*

A. *General.* The Land Use Administrator and the City of Palm Coast Planning and Land Development Regulation Board shall hear and decide on requests for appeals and the Planning and Land Development Regulation Board shall hear requests for variances from the strict application of this article. Pursuant to F.S. § 553.73 (5), the Planning and Land Development Regulation Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

B. *Appeals.* Same process as set out in Section 2.16, of the Land Development Code.

C. *Limitations on authority to grant variances.* The Planning and Land Development Regulation Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 10.02.09.H of this article, the conditions of issuance set forth in Section 10.02.09.I of this article, and the comments and recommendations of the Land Use Administrator, Floodplain Administrator and the Building Official. The Planning and Land Development Regulation Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

D. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10.02.07.C of this article.

E. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 10.02.09.D, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. *Alteration of sand dunes or mangrove stands in coastal high hazard areas.* A variance shall not be issued for any proposed alteration of sand dunes or mangrove stands in coastal high hazard areas (Zone V) unless the applicant submits, and the City approves, an engineering analysis that demonstrates the proposed alteration will not increase the potential for flood damage or the potential for erosion. Any such variance shall not be issued unless the proposed alteration is approved by the Florida Department of Environmental Protection. This limitation shall not apply to mangrove stands within City canals.

H. *Considerations for issuance of variances.* In reviewing requests for variances, the Planning and Land Development Regulation Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, Land Development Code and this article, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development with existing and anticipated development;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets, and bridges.

I. *Conditions for issuance of variances.* Variances shall be issued only upon:

1. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards.

2. Determination by the Planning and Land Development Regulation that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. Literal interpretation of the provision of this Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Land Development Code and would result in unnecessary and undue hardship on the applicant;

c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;

d. The variance is the minimum necessary, considering the flood hazard, to afford relief;

e. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

f. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land;

g. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property;

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

i. The proposed development must be consistent with the Comprehensive Plan and the provisions of this Land Development Code;

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

k. 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; and

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

10.02.10 *Violations.*

A. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

B. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation of a stop work order, except such work as that a person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

10.02.11 *Flood Resistant Development Design and construction of buildings, structures and facilities exempt from the Florida Building Code.*

A. Pursuant to Section 10.02.06.C of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 10.02.17 of this article.

10.02.12 *Subdivisions.*

A. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

4. There is 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

~~2 ft freeboard above established flood elevation.~~

5. All new platted lots shall not be located within any special flood hazard area.

B. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

2. All subdivisions where the base flood elevation is not included on the FIRM, the base elevations are determined in accordance with Section 10.02.07.B. of this article; and

3. Compliance with the site improvement and utilities requirements of Section 10.02.13 of this article.

4. Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

5. Applicant shall ensure that technical data reflecting base flood elevation changes or flood hazard area boundary changes are submitted to Federal Emergency Management Agency, with the City's endorsement, for a conditional Flood Insurance Rate Map revision. Prior to approval of final plat, an issued Letter of Map Change determination from FEMA is required.

10.02.13 *Site improvements, utilities and limitations.*

A. *Minimum requirements.* All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

C. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. *Compensatory storage.* Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

E. *Limitations on sites in regulatory floodways and 25-foot floodway setback.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway or 25-foot floodway setback unless the floodway encroachment analysis required in Section 10.02.07.C.1 of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

F. *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters,

prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

G. *Limitations on sites in coastal high hazard areas (Zone V and AE).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall not be permitted. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 10.02.17.I.3 of this article.

10.02.14 *Manufactured homes.*

A. *General.* Manufactured homes shall not be installed in floodways and 25-foot floodway setback except in an existing manufactured home park or subdivision. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 , and shall comply with the requirements of Chapter 15C-1, F. A. C. and the requirements of this article.

B. *Foundations.* All manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this article.

2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over the top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

E. *Enclosures.* Enclosed areas below elevated manufactured shall comply with the requirements of the Florida Building Code Residential Section R322.2 or Section R322.3 for such enclosed areas, as applicable to the flood hazard area.

F. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

10.02.15 *Recreational vehicles and trailer parks.*

A. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be prohibited to park or store a recreational vehicle for more than a total of three days, or any part thereof in any consecutive seven-day period on a residential driveway; or

2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in Section 10.02.15.A of this article for temporary placement shall meet the requirements of Section 10.02.14 of this article for manufactured homes.

10.02.16 *Tanks.*

A. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Section 10.02.16.C of this article shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V).

C. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10.02.17 At-grade accessory structures.

At-grade accessory structures are permitted provided the accessory structures are used only for parking or storage and:

1. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

2. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

4. Have flood damage-resistant materials used below the base flood elevation plus two (2) feet.

5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus two (2) feet.

10.02.187 *Other development.*

A. *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the limitations of Section 10.02.13.E of this article if located in a regulated floodway;
3. Be anchored to prevent floatation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials; and
5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
6. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for accessories that service a habitable area. i.e. generator, a/c unit, etc.

~~2 ft freeboard above established flood elevation.~~

B. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10.02.13.E of this article.

C. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.02.13.E of this article.

D. *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of Section 10.02.13.E of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10.02.07.C.3 of this article.

E. *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;
2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four inches.

F. *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the

foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

3. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

G. *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

H. *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

10.02.1~~98~~ *Critical facilities.*

A. New critical facilities shall be directed and sited away from special flood hazard areas. A critical facility shall have at least one access road connected to land outside the special flood hazard area that is capable of supporting a 4,000-pound vehicle. The top of the road shall be no lower than six inches below base flood elevation.

B. New critical facilities proposed for construction within a Special Flood Hazard Area without a determined base flood elevation shall be permitted with an issued Letter of Map Change demonstrating that the entire project area is outside the Special Flood Hazard Area.

(Ord. No. 2018-13 , § 2, 4-17-18; Ord. No. 2021-22 , § 2, 10-5-21)

Editor's note— Ord. No. 2018-13 , § 2, adopted April 17, 2018, changed the title of § 10.02 from "Flood Damage Protection" to read as herein set out.

Sec. 10.03. - Wellfield Protection.

10.03.01. *Purpose and intent.* There is a need to protect existing and future public water supply wells within the City from the irreversible and adverse effects of groundwater contamination. It is the intent and purpose of this section to safeguard the health, safety, and welfare of the citizens of the City by protecting groundwater resources. Therefore, it is the City's intent to provide minimum standards to regulate land use activities, storage, handling, use, or production of regulated substances within zones of protection surrounding public water supply wells. Nothing herein supersedes more stringent setback or permitting requirements contained in other applicable federal and state wellhead protection regulations.

10.03.02. *Wellhead protection zones and interpretation.* The regulations set forth in this section shall apply to all lands surrounding an existing public water supply well designated as the primary and secondary protection zone(s) as defined in this section. This regulation shall apply to all proposed public water supply wells if the specific location has been identified and the public or private entity owns the well site.

A. *Wellhead location map.*

1. The Land Use Administrator shall maintain wellhead protection zone maps that designate and geographically depict the primary and secondary wellhead protection zones.

2. The Land Use Administrator shall review the wellhead protection zone maps and amend them as necessary. The basis for amending such maps may include, but is not limited to, the following:

   a. Changes in technical knowledge regarding the intermediate and Floridan aquifer system;

   b. Changes in well pumping rates; and

   c. Reconfiguration of or the addition of a well within the City's boundary.

B. *Protection zones.*

1. *Primary wellhead protection zone.* Shall be circular with a fixed 500-foot radial setback distance around the wellhead and shall include the surface and subsurface area surrounding the wellhead.

2. *Secondary wellhead protection zone.* Shall be an area delineated around the favorable potable water production areas for the Floridan and intermediate aquifer as depicted on the "Wellhead Protection Zone Map" on file at the office of the City Clerk.

C. *Interpretation of zone designation.* To determine applicable protection measures for properties and buildings within the primary or secondary wellhead protection zone, the following rules shall apply:

1. Properties located wholly or partially within a wellhead protection zone shall be governed by the restrictions applicable to that zone.

2. Where the boundary of a wellhead protection zone passes through a building, the entire building shall be considered to be in the most restrictive zone.

10.03.03. *Exemptions and provisional exemptions.*

A. *Exemptions.* Except as provided herein, the following activities or uses are exempt from the provisions of this section:

1. Fire, police, emergency medical services, emergency, and management facilities.

2. Essential utility services and facilities provided that wellhead setback requirements are in accordance with applicable federal and state law.

3. The transportation of any hazardous substance if the transporting vehicle is in continuous transit and meets all applicable federal, state, and City requirements.

4. Retail/wholesale establishments that store or handle an unlimited amount of regulated substances for resale provided:

a. The regulated substances are handled, stored, and sold indoors.

b. The regulated substances are stored and sold in their original unopened containers.

5. Residential activities including the use of commonly used regulated substances for cleaning, maintenance, pool service, pest control, or any other lawful residential use activity except for underground storage of regulated substances.

6. Commercial products used at a facility solely for janitorial or minor maintenance purposes.

7. Outdoor recreational activities and facilities including nature and bike paths, conservation areas, and passive and recreational parks that do not involve the storage of regulated substances.

B. *Provisional exemptions.* The following activities are exempt, if in compliance with requirements as stated:

1. The use of any hazardous substance or lubricants in lawn maintenance equipment, if extreme care is taken to prevent spillage or discharging fuels and lubricants onto soils, groundwater, or surface water.

2. Agricultural uses, except that said uses shall comply with the latest version of the Florida Department of Agricultural and Consumer Services and Florida Department of Environmental Protection Best Management Practices for Agrichemical Handling and Farm Equipment Maintenance. In addition, silviculture operations shall conform to the Florida Department of Agricultural and Consumer Services Silviculture Best Management Practices, 1993, as amended from time to time. Alternative best management practices may be substituted with prior written approval by the City.

3. Construction activities, if all contractors, subcontractors, laborers, and their employees, when using, handling, storing, or producing regulated substances, adhere to the City's applicable best management practices.

4. The application of pesticides, herbicides, fungicides, and rodenticides in recreation, agriculture, pest control and aquatic weed control activities if:

a. The application is in strict conformity with the use requirement as is indicated on the containers in which the substances are sold;

b. The application is in strict conformity with the requirements as set forth in the Florida Statutes and the Florida Administrative Code; and

c. The City is notified at least 48 hours prior to the application within the primary wellhead protection zone.

5. New golf courses, if compliance is demonstrated by submitting to the City a written best management practices plan subject to approval by the Land Use Administrator and, which at a minimum, conforms with the Florida Department of Environmental Protection May, 1995 Best Management Practices for Golf Course Maintenance Departments and the City's groundwater protection prevention measures for secondary wellhead protection zones. New and existing golf courses shall comply with Subsection 10.03.06 herein.

10.03.04. *Regulated substances and facilities.*

A. *Regulated substances.* The following substances are regulated by this section:

1. Any substance, including petroleum or derivatives thereof, or combination of substances which because of their quantity, concentration, physical, chemical, infectious, flammable, combustible, radioactive, or toxic characteristics, may cause or significantly contribute to a present or potential risk to human health, safety, or welfare, to the groundwater resources, or to the natural environment; or

2. Those substances set forth in the lists, as amended from time to time, entitled: Lists of Hazardous Waste, 40 Code of Federal Regulations Part 261, Subpart D, and waste characterized in 40 Code of Federal Regulations 261 Subpart C; Hazardous Constituents-Appendix VIII, (40 CFR Part 261); Environmental Protection Agency Designation Reportable Quantities, List of Hazardous Substances and Notification Requirements for Hazardous Substances under the Comprehensive Environmental Response, Compensation, and Liability Act (40 CFR 302); Superfund Amendments and Reauthorization Act of 1986, Section 302 Extremely Hazardous Substances List (40 CFR. 300, App. A and B); known hazardous and toxic properties as listed in 40 CFR 302; and substances that are restricted-use pesticides according to the Florida Statutes and the Florida Administrative Code.

B. *Regulated facilities.*

1. Any new nonresidential use, handling, production, or storage of regulated substances found in quantities greater than the following shall be considered a regulated facility:

a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

2. Any existing nonresidential use, handling, production, or storage of regulated substances is lawful and shall be considered a nonconforming activity:

a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

3. Facilities listed in Subsection 10.03.05 herein are regulated facilities.

10.03.05. *Restrictions within wellhead protection zones.* In addition to the requirements set forth in this section, applicable facilities shall comply with the Florida Department of Environmental Protection wellhead protection standards in accordance with the Florida Administrative Code and the City's Groundwater Protection Preventative Measures and comply with Best Management Practices to prevent adverse impacts to groundwater resources.

A. *Secondary wellhead protection zone.* The following regulated uses and activities proposed within the secondary wellhead protection zone are prohibited; however, if existing as a legal use on November 16, 2008, may be allowed provided they comply with the requirements of Subsection 10.03.07:

1. New Class I, II, and V underground injection control wells, as regulated in the Florida Administrative Code, except for aquifer storage and recovery system wells or other necessary potable water drinking facilities injection wells as permitted by the appropriate state agency.
2. New or expanded landfills, as defined by the Florida Administrative Code.
3. New discharges to groundwater of industrial wastewater as regulated under the Florida Administrative Code.
4. New septic tank systems.
5. Prohibitions as specified under the City's Groundwater Protection Preventative Measures.

B. *Primary wellhead protection zone.* Regulated uses and activities proposed within the primary wellhead protection zone shall comply with requirements in Subsections 10.03.06 and 10.03.07 to protect potable water wells and to prevent the need for their replacement or restoration due to contamination.

The following regulated uses are prohibited within the primary wellhead protection as a new use; however, if existing as a legal use on November 16, 2008, may be allowable provided they comply with the provisions of Subsection 10.03.07:

1. New underground storage of regulated substances.
2. Existing small quantity generators and conditionally exempt small quantity generator of hazardous waste, as regulated under the Florida Administrative Code, shall comply with the secondary containment requirements of 40 Code of Federal Regulations Part 264 Subpart I (1994), as amended, hereby incorporated by reference. New small quantity generator and conditionally exempt small quantity generator activities shall be prohibited within a 500-foot radial setback from any well.
3. New large quantity generators of hazardous waste as regulated under the Florida Administrative Code.
4. New hazardous waste, treatment, storage, disposal, and transfer facilities requiring permits under the Florida Administrative Code.
5. New soil treatment facilities as regulated under the Florida Administrative Code.
6. New above ground storage tanks regulated under the Florida Administrative Code. Replacement of an existing above ground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed with secondary containment and maintained as required in the Florida Administrative Code.
7. New underground storage tanks regulated under the Florida Administrative Code. Replacement of an existing underground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed and maintained as required in the Florida Administrative Code.
8. New mineral acid above ground storage tanks as regulated under the Florida Administrative Code.
9. New industrial wastewater treatment facilities.
10. Vehicular and washing facilities provided the facility establishes reclaimed and reuse practices for the water supply.
11. Motor vehicle repair facilities.

12. Outside storage of equipment, tools, or other possessions that may have the potential to discharge regulated substances or adequate best management practices are utilized to prevent such discharges.

13. New cemeteries.

14. No new retention and/or detention facilities including but not limited to stormwater treatment facilities.

154. Parking areas, unless:

a. Impervious with adequate stormwater design to a location outside of the zone.

b. Florida Department of Transportation Standard Type D and/or equivalent raised curb is used.

c. Other means of advanced water quality treatment are provided.

10.03.06. *Permits, applications, and administrative process.*

A. *Permit requirements.*

1. No permit or license for any land use activity will be issued that would allow development or land use activities in the wellhead protection zones that is contrary to the restrictions and provisions provided herein.

2. Proposed land use or activities that involve property located wholly or partially within a protection zone shall be reviewed by the Land Use Administrator. The Land Use Administrator shall issue a notice as to whether or not the proposed land use or activity meets the applicable requirements of this section. A preliminary evaluation shall be conducted for all applicants to determine if proposed land use activities are exempt or do not apply to this section.

B. *Application procedure.* Prior to the Land Use Administrator issuing an approval notice for property or land use activities located in a wellhead protection zone, an application shall be filed on a form and containing such information as the Land Use Administrator shall require by administrative rule.

C. *Permit conditions.* The City may place conditions on any development order or permit or license to ensure compliance with all of the prohibitions, restrictions and requirements set forth in this section. Such conditions may include, but are not limited to, facility inspections, groundwater monitoring, and compliance reporting.

D. *Alterations and expansion.* The Land Use Administrator shall be notified in writing prior to the expansion, alteration, or modification of any existing structure or land use activity. Any such expansion, alteration, or modification shall conform to this section.

10.03.07. *Facility inspections.* The Land Use Administrator is hereby authorized to make inspections during normal operational hours of all facilities or activities regulated by this section, including nonresidential buildings, structures, and land in the City in order to determine compliance with provisions contained in this section.

A. *Administrative inspection warrant.* In the event a person who has common authority over a building, structure, or land does not permit an inspection, the City may seek an administrative inspection warrant.

B. *Vacant or abandoned properties.* In the event a building, structure, or land appears to be vacant or abandoned and the property owner cannot be readily contacted in order to obtain consent for an inspection, the Land Use Administrator may enter into or upon any open or unsecured portion of the site in order to conduct an inspection.

10.03.08. *Variances.*

A. *Variance criteria.* A property owner may request a variance from the requirements of this section. Upon City staff recommendation, the Utility Advisory Committee may perform a complete technical review for all variance applications and provide a recommendation to the Planning and Land Development Regulation Board. The Planning and Land Development Regulation Board shall have the authority to approve or deny issuance of a variance. In order to obtain a variance, the applicant must demonstrate by a preponderance of substantial, competent evidence that special or unusual circumstances and adequate technology exist to isolate the facility or activity from contaminating groundwater resources in the event of a spill. In granting or denying a variance, the City shall evaluate the following factors:

1. Substances or chemicals utilized that may impact groundwater resources if not properly managed;
2. Proposed containment/management of substances or chemicals;
3. Spill prevention and emergency response plans;
4. Emergency collection devices and equipment maintenance programs;
5. Monitoring plans and inspection procedures;
6. Spill reporting procedures;
7. Groundwater and/or soil monitoring programs;
8. Hydrological data that may include, upon City request, capture zone analysis, groundwater flow contours, and other hydraulic characteristics of the aquifer;
9. Distance from public supply well(s) and applicable wellhead protection zone(s);
10. Other factors, as applicable to groundwater protection issues.

B. *Variance application requirements.* In addition to the requirements stated in Chapter 2 for variance applications and review procedures, the following additional requirements shall apply to variances from this section:

1. The application shall be signed by the applicant and a licensed professional engineer or professional geologist licensed in the state of Florida;
2. The application shall include:
    a. A hydrogeologic assessment of the site, which shall address, at a minimum, soil characteristics, groundwater levels, groundwater directional flow, distance from wellhead, and existing groundwater quality;
    b. A technical report to demonstrate that adequate technology, practices, or other controls exist to isolate the facility or activity from the potable water supply in the event of a spill;
    c. A discussion and documentation, such as published reports, technical articles, substantiating sufficient performance, and reliability of a proposed technology or system. Include discussion of maintenance and procedures to be utilized if system fails; and
    d. Site-specific applicable groundwater protection best management practices procedures to ensure the protection of groundwater resources.
3. The Land Use Administrator may require additional information based on the type of land use activity proposed, chemicals utilized, distance from wellheads, or other applicable information needed to evaluate the application.
4. The City may add any appropriate conditions and safeguards necessary to protect groundwater resources pursuant to such special exemptions.

(Ord. No. 2009-26, § 49, 12-15-09)

Sec. 10.04. - Endangered and Threatened Species and Species of Special Concern.

10.04.01. *Purpose and intent.* The purpose of this section is to protect the natural resources of the City for the benefit of its citizens by preventing the destruction of listed plant and animal species in the City. The City shall take all reasonable steps to ensure that all development related activities do not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern listed by the federal or state government. Those endangered and threatened wildlife species and wildlife species of special concern with the potential to exist within the City are determined by the United States Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, the Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications. The City shall protect endangered and threatened species through the regulatory authority of Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, as mandated by the Federal Endangered Species Act of 1973 and the Florida Endangered and Threatened Species Act of 1977, and other applicable laws, rules, and regulations.

10.04.02. *Applicability.* All development, regardless of size and location, shall comply with federal and state regulations regarding listed species that may be located on a development site, as well as regulatory policies related to management requirements for species that may occur off-site (e.g. American bald eagle nests and associated protection zones, Florida scrub jay nest sites/territories). Prior to the issuance of a building permit, the applicant shall obtain all necessary federal and state permit authorizations, as appropriate.

10.04.03. *Listed species protection application and study.* Listed species likely to be found within the City are determined by the United States Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications.

A. *Applicability.* All applications for preliminary plats or site plans shall include a listed species study. The listed species study shall be completed by a qualified environmental professional. The listed species study, after deemed complete by the Land Use Administrator, shall be acceptable for one year for the property that was investigated. The listed species study shall include appropriate field investigation and associated exhibits prepared in accordance with an application form adopted by administrative rule issued by the Land Use Administrator.

B. *Management plan.* Where listed species evidence is found, the listed species study shall include a management plan. The management plan shall address the approach to be used in protecting the species or shall include an authorized permit from the appropriate federal or state agency. The adequacy of this approach shall be evaluated based on the following:

1. The specific guidelines and regulations of the Florida Fish and Wildlife Conservation Commission or the United States Fish and Wildlife Service for species.

2. The dedication as a conservation easement of any approved areas preserved for listed species protection.

3. The connection of conservation easements on the subject development property to any such conservation easements on adjoining properties and/or to any designated wildlife corridor unless the applicant demonstrates to the satisfaction of the Land Use Administrator that such connection is impractical in the use of the subject property.

4. The property owner shall be responsible for relocating gopher tortoises on site or other suitable locations as approved by the Florida Fish and Wildlife Conservation Commission and providing an approved After-Action Report prior to any clearing activities.

10.04.04. *Listed species protection during construction activities.* In the absence of an appropriate listed species permit(s), development related activities shall not cause the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the federal or state governments in contravention of applicable federal and state laws, rules, or regulations. Should listed species reside on, or otherwise be significantly dependent upon the subject property, all development activities that might negatively affect that individual or population shall cease. The applicant shall notify the City, the Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, to the extent required by law, if such species are determined to be residing on, or are otherwise significantly dependent upon, the project site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Proper protection to the satisfaction of all agencies with jurisdiction over the matter shall be provided. Where appropriate, the City shall require a preliminary gopher tortoise survey for existing single-family platted lots prior to the initiation of construction activities. The preliminary gopher tortoise survey shall be conducted by a qualified environmental professional and results of said survey shall be submitted to the City for review. Should gopher tortoises be present on the subject property, the permit and After Action Report ~~all necessary permits~~ shall be submitted to the City prior to the commencement of any ground disturbing activities ~~commencement of construction activities~~. Gopher tortoises shall be relocated to suitable habitats in accordance with FFWCC permit requirements.

10.04.05. Wildlife Crossing. In areas of wildlife corridors where the project proposes fragmenting habitats or conservation corridors, site plans should include dedicated wildlife crossings to minimize ecological impacts and preserve natural movement of wildlife.

Sec. 10.05. - Cultural and Historic Resources.

10.05.01. *Purpose and intent.* The purpose of this section is to protect and manage the significant historic and archaeological resources of the City of Palm Coast to the maximum extent feasible, by providing procedures for the review of plans and development projects as well as maintain standards for the protection and management of these important resources.

10.05.02. *Lands not subject to cultural resource survey.* A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation within 5 years from the time of application~~,~~ ~~-~~and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

10.05.03. *Lands subject to cultural resource ~~investigation~~assessment survey and other archeological investigation.* A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously ~~investigated~~ surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "eligible~~significant~~" or as "potentially eligible~~significant~~" for listing in the National Register of Historic Places (the criteria by which site significance is measured), or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP criteria) that has not yet been recorded to ~~entered into~~ the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory.~~-~~

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

E. Conduct an additional Cultural Resource Investigation by another cultural resource professional, at the applicant's expense, if the results of the initial investigation are deemed unsatisfactory by City staff.

10.05.04. *Professional qualifications and cultural resource assessment survey requirements.*

A. *Professional qualification.* Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. *Cultural resources assessment survey ~~and assessment~~.* Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Surveys (CRAS) and Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of construction activities, a copy of a survey clearance letter issued by the Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official with the Planning Division. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review)~~data~~, soil types, ~~and site~~land elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources. The following may substitute for a cultural resource assessment~~site~~ survey and assessment if certified by an RPA certified professional archaeologist in writing to the Land Use Administrator:

1. A determination that subject property has a low probability of yielding cultural resources.

2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.

3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

10.05.05. *Property containing potential and significant cultural resource sites.* If a property proposed for development to contain~~is determined to have a~~ a potentially significant or a significant cultural resource in areas proposed for development, the City shall adhere to the recommendations of the S~~s~~tate

Hhistoric Ppreservation Oofficer and shall require the applicant to do one or more of the following prior to the issuance of a development order or permit:

A. Preserve cultural resources within the open space of the proposed development.

B. Redesign the development to accommodate preservation of all or a portion of the site containing the cultural resource such as but not limited to, environmental setbacks, conservation easements, pocket parks, or conservation land.

C. The property owner may voluntarily fund or seek funding for Phase 3 mitigative excavations (data extraction) of the resource, if agreed to by the Florida Department of Historical Resources/State Historic Preservation Office.

10.05.06. *Fortuitous finds and unmarked human burials.* The following requirements apply to all building construction or alteration, or land alteration activities:

A. *Evidence of the existence of cultural resources.* If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, indigenousaboriginal or historic pottery, bone tools, historic building structures foundations, burialshell mounds, shell middens, or sand mounds, or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division Department of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a certified professional archaeologist and, if warranted, a copy of a clearance letter from the Sstate Hhistoric Ppreservation Oofficer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. *Discovery of human skeletal remains.* In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).In accordance with the Florida Statutes, if any human skeletal remains or unmarked human burial is discovered, other than during a cultural resource excavation authorized by the state or an educational institution, all activity that may disturb the unmarked human burial shall cease immediately and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or the state archaeologist.

(Ord. No. 2009-26, § 50, 12-15-09)

Sec. 11.01. - General Provisions.

11.01.01. *Purpose and intent.* The purpose of this chapter is to protect the general welfare of City residents and visitors and to promote energy and water conservation; reduce air pollution and noise; enhance property values; reduce erosion; improve surface water quality and groundwater recharge; moderate temperatures by providing shade; improve compatibility between various land uses; and enhance the City's appearance. The intent of the chapter is to establish procedures and practices governing the protection, installation and long term maintenance of trees, vegetation, and other landscaping elements within the City. The criteria in this chapter are intended to institute landscape and irrigation design principles that will result in creative solutions and provide alternative means to achieve an environmentally sustainable~~friendly~~ and aesthetic community.

11.01.02. *Applicability.* The removal of trees or fill, and the excavation or dredging of any parcel of land shall be prohibited prior to issuance of all required permits (including tree removal permits), unless stated otherwise in this chapter.

A. *Design of new development.* Developments shall be designed to the greatest extent possible to protect existing trees and their tree protection zones from stormwater facilities, drainage lines, utilities, grade changes, building footprints, parking areas, drives, and walkways. Subdivision plats shall shift lot lines to minimize placing specimen or historic trees in the buildable area of the lot~~, if practical.~~ , to the greatest extent feasible as determine by the Land Use Administrator.

B. *Alteration of existing development.* No building or parking lot existing on August 19, 2008 shall be required to be altered or moved in order to comply with this chapter, except that the following activities shall require compliance with this LDC to the maximum extent possible. (Exceptions may be granted by the Land Use Administrator when development conflicts with pedestrian and traffic safety, interferes with the protection of specimen or historic trees or natural resources, removes required parking, or similar situations.)

1. When a structure is destroyed by fire or other calamity and is proposed to undergo substantial improvement, as defined in this LDC.
2. When an existing non-residential building is expanded, the required building foundation plantings and their planting areas shall be provided for the new building area.
3. When a parking/vehicular use area is expanded but not the building, the new pavement area is required to be brought into compliance with this chapter. At a minimum temporary irrigation shall be required.
4. Any expansion project shall include replacing previously planted required landscaping that has been damaged or has died.

11.01.03. *Measurement of trees.* For the purposes of this chapter, the size of existing trees shall be calculated by the measurement of the diameter of the trunk in ~~caliper~~ Diameter at breast height (DBH) (4 feet 6 inches above ground) inches.~~, taken at breast height (four feet six inches).~~ Trees with multiple trunks at breast height will have the sum of the trunks utilized for ~~The~~determination. Where the individual trunks are less than 9 inches in diameter, the largest 3 trunks will be used. The size of new landscape trees shall be calculated by measurement of the diameter of the trunk at 6~~six~~ inches above grade, up to and including trees four inches in diameter. The size of new trees over four inches in diameter shall be calculated by measurement of the diameter of the trunk at 12 inches above grade.

11.01.04. *Classification of developments.* For the purpose of applying landscaping and irrigation requirements, developments are classified as follows:

A. *MFR/COM:* Townhouse, condominium, and multifamily residential development and institutional, office and commercial uses;

B. *IND:* Industrial and warehousing development;

C. *SUBD:* Subdivisions in any zoning district; and

D. *SFR/DPX:* Single-family detached and duplex development on individual lots.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.02. - Tree Preservation, Protection, and Replacement.

11.02.01. *Protected trees defined.* All trees that meet the following criteria are protected, with the exception of invasive species (see Section 11.02.05.C.1) and/or species not suited to this area per the United States Department of Agriculture hardiness list:

A. The trunk is 6~~six~~ inches or greater diameter.

B. Trees with a trunk 4~~four~~ inches or greater diameter, if surveyed for credit.

C. Specimen trees, which are any protected trees with a trunk of 24 inches or greater diameter except for sand pines; however the following species are considered specimen trees when they reach one of the following:

1. 12~~Twelve~~ inches or greater diameter: Cypress, Magnolia, Loblolly Bay, Red Bay, Scrub Oak, and Red Cedar;

2. 18~~Eighteen~~ inches or greater diameter: Elm, Hickory, Oak, Green Ash, Sycamore, Date Palm, and Maple.

D. Historic trees, which are any protected trees with a trunk of 36 inches or larger diameter.

E. For SFR/DPX development, any tree 1½ inches or greater~~to six inches~~ in diameter that was planted to meet the minimum tree density requirements or an existing tree that was previously credited towards meeting the requirements of this chapter.

11.02.02. *Tree survey requirements.*

A. *Tree survey.* The required survey shall be accomplished within the last 24 months and shall identify all protected trees by species name and the size of the trunk measured at the diameter at breast height.

B. *Monument signs.* Where monument signs are proposed to be located on an existing development, all protected trees that are located within 50 feet of the proposed sign shall be shown on the tree survey. At time of sign permit application, all protective measures for these trees should be depicted.

C. *Protected, specimen, and historic trees.*

1. *MFR/COM and IND developments.*

a. The tree survey shall show all protected trees 6~~six~~ inches in diameter and greater from the property lines to 5~~five~~ feet past the required buffer area width, except as provided in Section 11.02.02.D. Protected trees within any adjacent rights-of-way extending to the nearest street pavement shall be included in the survey.

b. All specimen and historic trees shall be individually located and identified over the entire site as to species and size except as provided in Section 11.02.02.D.

2. *SUBD developments.* All protected, specimen, and historic trees shall be individually located and identified over the entire site as to its species and size except as provided in Section 11.02.02.D.

3. SFR/DPX developments.

a. Protected trees 6~~six~~ inches or greater diameter within all front, rear, and street side building setback areas shall be surveyed and shown on the tree survey if the trees are going to be used for credit.

b. Specimen and historic trees shall be surveyed over the entire lot except as provided in Section 11.02.02.D.

D. *Survey of individual trees not required.* Under the following circumstances, the Land Use Administrator may determine that a survey identifying each individual protected tree is not warranted and a count of all protected trees including species and diameter size is acceptable:

1. When existing vegetated areas are to remain undisturbed; or

2. Where some or all of a development site or a proposed subdivision must be filled to such an extent, in order for permitted development to occur, that there is no feasible means as determined by the Land Use Administrator to save protected, specimen, and historic trees.

3. When the trees are located in wetland preservation or conservation areas that will not be impacted.

11.02.03. *Tree preservation.*

A. *Specimen and historic tree preservation requirements.* Specimen and historic trees are select protected trees that due to their size and contribution to the overall tree canopy of the City are granted an extra level of significance and protection. Building footprints, drives, stormwater management facilities, and similar activities on all sites shall be designed to save the maximum practicable number of specimen and historic trees. During the subdivision platting process, lot lines shall be shifted for the same purpose. This requirement does not exclude the requirement for mitigation of any removed trees of protected statues during the subdivision process. Table 11-1 shows the minimum percentage of specimen trees and the minimum percentage of historic trees that must be preserved individually for each category on a site.~~Table 11-1 shows the minimum percentage of specimen and historic trees that shall be preserved on a site~~. Owners of lots assigned the SFR, DPX, and EST zoning districts may remove any specimen or historic tree that is within the buildable area of the lot with no mitigation, if all reasonable efforts as determined by the Land Use Administrator, to shift or flip the building footprint cannot save the tree(s). ~~This requirement does not exclude the requirement for mitigation of any removed trees of protected statues.~~

Table 11-1: Minimum Specimen and Historic Trees to be Preserved

Number of Specimen/ Historic Trees on a Site *1	Percentage of trees to be Preserved	
	MFR/COM, SUBD	IND
Less than 3 per acre, or a portion thereof	75%	50%
3.0 to 5.0 per acre	67%	40%
5.1 to 8.0 per acre	50%	25%
More than 8.0 per acre	4 per acre	2 per acre

*1 For the purposes of compliance with tree preservation and mitigation requirements, specimen trees and historic trees shall be calculated and preserved as distinct categories.

B. *Tree preservation credits.* The following credits apply only within the COM, IND, MFR, OFC, P&G, and PSP zoning districts:

1. Trees saved in wetlands or their associated upland buffers are eligible for preservation credits; however, preservation of trees in wetlands for preservation credits may not also be used as criteria for preserved wetlands and ~~imperiled upland habitats~~eEnvironmentally s~~S~~ensitive l~~L~~ands density bonuses established in Chapter 3.

2. A stormwater retention/detention area may be credited toward meeting the tree density requirement provided the area contains tree species that will survive periodic flooding.

3. The total diameter of preserved protected, specimen, and historic trees on the site may be applied to satisfy the tree density requirements. A preserved palm tree shall be credited on a one-to-one basis for any palm tree removed.

4. Existing pine trees (other than ~~s~~Sand pine, Australian pine, Norfolk Island pine, or other invasive tree species) in good health may be used as buffer shade tree credits if they are a minimum of six inches diameter and comprise no more than 50 percent of the buffer tree requirement. If pines meeting these criteria are of good quality and spacing such that planting of new shade trees for some or all of the remaining required buffer shade trees is impractical, then existing pines may count for more than the 50 percent maximum requirement.

11.02.04. *Tree protection measures.*

A. *Canopy road, specimen, and historic tree protection.* In order to protect the existing tree canopy over portions of roadways within the City, the following roadway segments have an extra level of significance and protection: Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of 1-95, and Palm Harbor Parkway south of the Hammock Dunes Bridge.

1.Roadway projects and modifications to these roadway systems necessitated by development shall preserve and protect any specimen or historic tree within the right-of-way and within 35 feet of the right-of-way line along Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of I-95, and along Palm Harbor Parkway south of the Hammock Dunes Bridge. The applicant may meet this requirement by utilizing an average protected width of 35 and a minimum width of 25 feet and maximum width of 45 feet. Within these protected tree areas, the specimen and historic trees shall not be removed except for the minimal number necessary to allow for site access, sidewalks, necessary utilities, and signage. Preservation methods are to include, but are not limited to, the following:

a~~1~~. Reduction of the length of turn, deceleration, or acceleration lanes subject to public safety needs and the approval of the Land Use Administrator.

b~~2~~. Consideration of alternatives to widening such as alternate service roads.

c~~3~~. Root protection/aeration construction methods such as retaining walls with guardrails.

d~~4~~. Where no practical alternative for preservation is possible, such as traffic safety conflicts, the total diameter of the protected tree being removed shall be replaced with replacement trees having no less than 4 ~~four~~ inch caliper.

2. *Additional canopy road preservation and mitigation requirements.* For all roadway segments designated under this section, and for any parcel, lot, tract, subdivision, development site,

or portion thereof that fronts, abuts, adjoins, obtains access from, or is otherwise affected by a designated canopy roadway, all preservation, protection, replacement, and mitigation requirements shall apply to the entirety of the affected property.

All required preservation measures, tree protection activities, replacement planting, mitigation, and restoration associated with the removal, impact, or disturbance of specimen trees, historic trees, or protected canopy areas shall be completed on the affected site. Compliance with the requirements of this section shall not be achieved through payment into a tree bank fund, tree mitigation fund, or any other off-site mitigation program.

Required preservation standards established by this section shall be met on-site and maintained throughout the affected property. Off-site mitigation, mitigation credits, preservation banking, fee-in-lieu payments, or similar alternative compliance mechanisms shall not be accepted as a substitute for the preservation, protection, replacement, or mitigation requirements of this section.

No development order, site plan approval, subdivision approval, permit, variance, or construction authorization affecting property subject to this section shall be approved unless the applicant demonstrates full compliance with the on-site preservation and mitigation requirements contained herein.

B. *Tree protection during clearing or tree trimming activities.* Protected trees, including their tree protection zones, in front buffer areas shall be preserved if trees are in good condition and do not impede access or visibility into or out of the site.

C. *Tree protection during construction.*

1. During any development activity, appropriate protective measures, per City standards, shall be taken to prevent the destruction or damage of all trees to be retained on the site. The preservation of existing vegetation within the tree protection zones of all trees to be retained is required, unless the vegetation is hand cleared.

2. Protection methods, including trimming/pruning of trees and tree barricades, shall conform to ANSI A-300 standards.

11.02.05. *Tree removal.*

A. *Prohibitions.* Unless exempted herein, it is prohibited, ~~and~~ unlawful, and finable for a person or entity, agent, or representative thereof, directly or indirectly, to perform or authorize the following:

1. Cut down, remove, damage, or destroy any protected tree as defined in Section 11.02.01 on any parcel without first obtaining a tree removal permit (for required mitigation standards on MFR/COM and IND properties refer to Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

2. Commit any act or authorize the commission of any act that physically or effectively removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals, or paving, any pruning or tree work inconsistent with ANSI A-300 standards, or changing the natural grade above the root system (removal or effective removal of any protected, specimen or historic tree on MFR/COM and IND properties shall be mitigated per Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

3. Root raking the area within the tree protection zone or adding fill over the tree protection zone, which may cause damage and permit infection or pest infestation to a protected tree; or

4. Perform tree removal, land clearing, grubbing, grading, excavation, construction, or make or install any improvement upon any site or parcel, regardless of the existence of valid permits or approvals for the given activity, unless all protected trees and protected vegetative areas established pursuant to this chapter have been surrounded by a protective barrier.

B. *Land clearing.* During the subdivision infrastructure construction stage, clearing of trees and existing vegetation shall be limited to the minimum necessary to construct roadway and utility rights-of-way and stormwater facilities. Trees may only be cleared from individual lots upon review and approval of the tree survey and/or fire hazard considerations at the time of building permit application. However, in order to accommodate development within a subdivision where fill is required to such a depth that it would preclude the survival of existing trees, lots may also be cleared provided:

1. A clearing and grading plan shall be submitted showing vegetation and tree areas to be preserved with proper protective barrier, the amount of fill needed for lot development based on existing grades, proposed roadway and building elevations, and drainage plans.

2. Replacement of these trees may be allowed in common areas of the subdivision (i.e., street trees, detention or retention ponds, buffer areas, etc.).

C. *Tree removal activities exempt from permit/replacement requirements.* The following activities shall be lawful without application or issuance of a tree permit and do not require tree replacement:

1. The removal of any invasive plant species as determined by the Florida Department of Agriculture and Consumer Services' "Noxious Weeds" rule set forth in the Florida Administrative Code.

2. The removal or alteration of any tree or vegetation in or about an existing City or utility easement or right-of-way provided such work is done by, or under the control of, the operating utility company, and said company has received all necessary licenses or permits to provide utility service within the easement.

3. Removal or effective removal of trees severely cut by a utility company on SFR and DPX zoned platted lots.

4. Any activity conducted by a lawfully operating and bona fide commercial nursery, tree farm, agricultural operation, silvicultural operation, ranch, or similar operation when the activity occurs on property owned or lawfully occupied by the person conducting said activity and is done in pursuit of said activity. This exemption shall include the purposeful removal of a tree or trees for their permanent relocation at another site undergoing development.

5. Trees located within a City drainage easement, City drainage rights-of-way, or City access rights-of-way that need to be removed to allow for access to or maintenance or clearing and construction of the City's drainage ditches and drainage related facilities.

6. Any activities being conducted under F.S. 163.045 for single family unattached dwellings that have a letter from a certified ISA arborist or a Florida Licensed Landscape Architect showing a tree possess an unacceptable risk to persons or property prior to removal.

D. *Permit requirements.*

1. A permit is required for land clearing/filling. It is prohibited and unlawful to clear trees, fill land, excavate, or dredge any parcel of land prior to the issuance of a single-family building

permit or a site development permit, unless otherwise stated in this LDC, or authorized by the Land Use Administrator. The building permit shall act as the tree removal permit.

a. Vacant properties may be partially cleared to enable the construction of seawalls prior to a permit being issued for a principal structure. Refer to Section 4.01 for requirements.

b. Vacant properties may be partially cleared for the purpose of removal of unsuitable debris or muck within the buildable area of a site. Refer to Chapter 9 for permitting requirements.

c. Vacant single-family residential properties that are under common ownership with any developed adjacent residential lot may be cleared of all pines, vegetation, and any trees less than six inches in diameter if the minimum tree densities are maintained or replaced. Refer to Chapter 9 for permitting requirements.

2. Prior to the removal of any protected tree, an application for tree removal shall be submitted to the City. If the requested removal is in conjunction with an approved building permit, grade and fill permit, or a site development permit, a separate permit need not be obtained, but tree removal shall be addressed during the development order review process. The following types of tree removals require a permit but mitigation is not required.

a. Trees within clusters if there is a need to relieve thinning or overcrowding of trees, as part of an approved fire mitigation plan.

b. Protected trees, exclusive of specimen and historic trees, that would not drop the lot below the minimum tree density requirements on SFR/DPX platted lots, as outlined in Section 11.03.01.A.

E. *Removal of protected trees.* Protected trees removed under this section shall require replacement on MFR/COM and IND properties per Table 11-2 and on SFR/DPX properties per Table 11-4 if the tree was originally preserved or planted to meet a requirement of this Chapter or the tree removal would cause the property to no longer meet the minimum tree density standards outlined in Section 11.03.01.A. Upon receipt of a completed application and verification on-site by a certified arborist or the Land Use Administrator, the Land Use Administrator may permit the removal of the following protected trees:

1. Dead, severely diseased, or severely injured trees, as determined by a certified arborist or the Land Use Administrator.

2. Trees that pose imminent danger to the health, safety, and welfare of the public and cannot be corrected through standard arboricultural procedures, as determined by a certified arborist.

3. Trees that pose a sight distance visibility problem along any public right-of-way.

4. Any pine tree within 30 feet of a structure or within a distance from a structure less than the tree's height may be removed as a safety precaution provided the property owner where the tree is located agrees to the removal and applies for the permit.

5. Trees causing structural damage to a foundation, driveway, parking lot, patio, wall, water or sewer line, or which interfere with the construction or repair of public infrastructure or facilities that cannot be corrected by standard arboricultural means.

F. *Tree removal on developed residential lots.* On developed lots zoned SFR, DPX, or EST all provisions of Section 11.02.05.D.2. and Section 11.02.05.E. would apply as well as the requirements to maintain the minimum tree density as outlined in Section 11.03.01.A. The following additional requirements also apply:

1. Protected trees, exceptlusive of specimen and historic trees that are in excess of the minimum tree density for the lot, can be removed without mitigation, but those not in excess of the minimum tree density require replacement per Table 11-4.

2. Removal of a, protected, specimen or a historic tree shall be mitigated as follows:

a. A protected tree – One shade tree per table 11-4

ba. A specimen tree—One shade tree per Table 11-4.

b. A historic tree—Two trees meeting the standards of Table 11-4 with at least one tree being a shade tree.

G. *Tree thinning on MFR/COM and IND developments.* On properties where the landscaping has been planted for a minimum of ten years or where the property owner has retained or planted more trees than required by this chapter and meets all of the standards of this chapter; tree thinning of overcrowded trees may be requested by the property owner or designated agent upon submittal of a report by a certified arborist to the City. After review, the Land Use Administrator may approve or conditionally approve a thinning of the overcrowded trees when the intent of the original landscape plan and this chapter would still be met by the removal of such trees, and where:

1. Required trees have matured and grown to such a size and density that tree thinning would be the most prudent methodology for maintaining the health and vibrancy of the trees; or

2. Trees in excess of the required minimum have matured and grown to such a size and density that tree thinning would only have an insignificant impact on the overall landscaping of the site.

Preference for removal shall be given to trees having poor structure, root issues, or in declining health. Tree replacement and mitigation are not required after tree thinning.

H. *Requirements suspended.* During a declared emergency, the Land Use Administrator may suspend the requirements of this subsection.

11.02.06. *Tree mitigation standards.* Applicants are strongly encouraged to preserve as much of the existing vegetation as possible. Therefore, existing protected trees are counted toward meeting the landscaping requirements for a site. By saving protected trees, rather than planting new ones, applicants can achieve the minimum planting requirements in a more efficient and economical manner.

Tree mitigation for all protected, specimen, and historic trees for MFR/COM and IND developments shall be provided as shown in Table 11-2 and for SFR/DPX properties shall be provided per Table 11-4. The property owner shall be responsible for the cost of mitigating the trees removed from the property by preserving existing trees, replanting trees on site, or paying a like fee to the tree bank fund (while still maintaining minimum tree density requirements).

Table 11-2: Tree Mitigation Requirements for New MFR/COM and IND Development

Protected Trees	Specimen Trees	Historic Trees	Palm Trees
70% of the predevelopment tree inches removed from the required perimeter buffer areas of the site. Minimum replacement tree size shall be 2½" caliper.	70% of the tree inches removed from the site. Minimum replacement tree size shall be 3" caliper.	100% of the tree inches removed from the site. Minimum replacement tree size shall be 3½" caliper.	40% of palms removed from the site. Minimum replacement shall be 8' clear trunk palms (preferably Sabal Palms).

11.02.07. *Tree bank fund established.*

A. If due to site conditions or configuration, it is impossible or impracticable for the property owner, applicant, or developer to meet the requirements for tree density and/or replacement on-site, the property owner, applicant, or developer shall pay fees of equivalent value into the tree bank fund or plant the trees off-site upon approval of a suitable site or sites by the City. The tree bank fund shall be a separate account set up and shown in City financial records in which all receipts are detailed. All monetary contributions paid to the tree bank fund pursuant to this section shall be used exclusively for the design, planting, or replacement of trees on public lands. Funds may also be used for relocating trees onto public lands. Funds may also be used for the design and installation of irrigation systems, mulching, arboricultural practices, and staking for these trees.

B. Valuation of contributions to the tree bank fund shall be based on the caliper size and height, if applicable, of the required hardwood tree replacement and quantity of the required palm trees in accordance with City standards. The valuation of cost shall include the current market value of similar type trees and include the following costs: tree cost, delivery, labor to install, mulching and staking.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.03. - Landscaping, Buffers, and Irrigation Requirements.

11.03.01. *General landscaping requirements.*

A. *Tree density requirements.* All developments shall be required to provide one tree for every 2,500 square feet, or major fraction thereof, of property area, excluding ponds, lakes and canals.

B. *Preserved trees.* Preserved trees, including those within wetland or associated upland buffer areas, may be counted towards the tree density requirements as long as they are, at a minimum, the same size as the required new trees (refer to Table 11-43). The trees must be in good structural condition and health and the root zone shall be protected during the construction phase of the project.

C. *Protected trees and plants.* The use of protected trees, understory trees, shade trees, accent plants, shrubs, and groundcovers is required to partially or totally satisfy the planting requirements of this chapter. MFR/COM, IND and SUBD developments may use existing healthy pine trees(non-native and invasive pines are not counted for credit), 6~~six~~ inches diameter and over to meet the minimum tree requirements; however, no more than 25~~50~~ percent of the pine trees may be credited. The Land Use Administrator may approve alternate plantings if the purpose and intent of this Chapter are met and a nuisance or environmental hazard is not created.

D. *Native vegetation.* Use of native plants and plant species that conserve water, adapt to local conditions, and are drought tolerant are required for all new landscaping. MFR/COM, IND and SUBD developments are required to use reuse water if available. If not ~~avaiable~~available, developments~~or~~ shall plant at least 50 percent of the pervious area of the site with native plants or plants and sod that conserve water, adapt to local conditions, are noninvasive or nuisance species, and are drought tolerant.

E. *Alternative landscape betterment plan.* Where an applicant with a unique or difficult site to develop based on the shape of the lot or its developable area, as determined by the PLDRB or City Council, is unable to meet some of the specific landscaping standards in Chapter 11, the applicant may propose an alternative landscape betterment plan with at least the same quality of required plants and the same amount of landscaped area, but in a revised location or design layout. The

applicant must also provide at least two landscape hardscape features not otherwise required that are pedestrian friendly, such as fountains, benches or art work designed to withstand outdoor use. The PLDRB or City Council may approve or conditionally approve the alternative landscape betterment plan if the proposed changes will provide at least as much public benefit, screening from rights-of-way and adjacent properties, and aesthetic appeal as if the landscaping standards were strictly followed. All Tier 1 Technical Site Plans having a landscape betterment plan shall be reviewed by the PLDRB.

F. *Freestanding sign landscaping.*

1. All monument signs shall have shrubbery or flowers planted around the perimeter of the sign extending 3 ft minimum. Signs shall be located so as to provide both adequate visibility from the public rights-of-way, meet the Florida Department of Transportation Standards for Sight Triangles and Sight Distances, and preserve protected trees.

2. If freestanding signage cannot be shifted within the buffer to allow the required room for screen plantings between the sign and the outside parking envelope area without obscuring visibility to the sign, then the City shall allow a ten-foot radius from the base of the freestanding sign in which lower accent plantings are allowed in lieu of the screen plantings.

G. *Retention and detention ponds.* Stormwater retention/detention ponds shall be naturally shaped with rounded corners, having a minimum radius of seven feet for ponds between 2,500 and 10,000 square feet, and a minimum radius of least a 12 feet for ponds greater than 10,000 square feet, and without geometric straight sides where possible. All wet ponds shall incorporate a combination of aquatic and non-aquatic native plants around the perimeter of the pond to filter runoff of fertilizers, herbicides, and pesticides. This wet pond planting area shall have a minimum area equal to 15 percent of the perimeter of the pond multiplied by 7½ feet. (For example, a pond with a 200-foot-long perimeter would have a wet pond planting area of 225 square feet that could be planted as a five-foot-wide strip 45 feet long.) Alternatively, the applicant may plant some or all of the wet pond planting area within the pond as littoral zone plantings.

H. *Screening plantings.* Above ground structures such as: dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, ground-mounted HVAC units, transformers, generators, storage sheds, lift stations, utility cabinets, electrical panels, or ground-mounted cable/satellite television equipment; shall have a medium screen planting, as described in Table 11-4. If the structures are in areas that are visible from an improved public rights-of-way, a medium screen planting as described in Table 11-4 shall be provided between the structures and the rights-of-way. If the structures are in areas that are visible from a parking lot or abutting property without an intervening buffer, fence, or wall, then a medium screen planting, as described in Table 11-4, shall be provided between the structures and the parking lot or abutting property. On transformers, lattice may be used for screening instead. Where vegetation is planted, it shall be setback sufficiently so that at maturity it still meets the Florida Power and Light minimum setbacks from the transformers. All Screening shall be set back from mechanical equipment shall be set back 3 feet.

I. *Plan submittal requirements.* Landscape and irrigation plans shall be submitted for all MFR/COM, IND and SUBD developments and shall be prepared by a Florida registered landscape architect or other licensed professional authorized by state law to prepare such plans. SFR/DPX development landscape plans shall also be required, but do not need to be prepared by a landscape architect.

J. *Street trees and median planting.*

1. In all subdivisions, exclusive of those for SFR/DPX lots, and other developments involving the creation of new streets or shared private access roads, street trees shall be planted in the rights-of-way or a median, unless the Land Use Administrator determines that a conflict exists between trees and utilities located in the rights-of-way, or that sight distances or

recovery zones are not in compliance with sound and generally accepted engineering practices and principles. In such cases, the street trees shall be planted outside of the rights-of-way.

2. If street trees are to be located outside of the rights-of-way, trees shall be planted no farther than ten feet outside of the right-of-way line or abutting utility easement, and shall be perpetually maintained. All property owners' associations' covenants and restrictions shall include this requirement, and all property owners shall comply with this paragraph. Street tree plantings shall be in accordance with City standards.

3. Street trees may be included to satisfy the minimum requirements for tree density and buffers.

K. *Utility lines.* Shade trees shall not be planted under or within 15 feet horizontally of overhead power lines. Underground power lines, cable TV, and phone line clearance to trees shall be as specified by the utility providing the lines. Water mains shall be separated a minimum distance of ten feet from shade trees. Distances less than ten feet shall be reviewed and approved by the City. Understory trees that do not attain a height of no more than 14 feet, or that can be maintained below that height by pruning, may be planted under utility lines.

L. *Sight triangles.*

1. Where landscaping is proposed within a sight triangle at an intersection, landscaping shall be planted and maintained so that an unobstructed cross-vision is provided at a vertical level between two feet and seven feet, as measured from the centerline of the adjoining road. Trees may be permitted within the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single trunk and foliage is kept trimmed between two feet and seven feet.

2. The dimensions of the sight triangle shall be as shown in Table 11-3, unless the Land Use Administrator determines other standards in the Florida Department of Transportation Standards for Sight Triangles and Sight Distances are more appropriate, based upon specific traffic or site conditions. The first distance in the table is for the leg along the proposed roadway, and the second distance is for the leg along the existing roadway that the new roadway will intersect. For example, if a proposed driveway will be located along an arterial roadway, choose "Driveway" in the second column and follow it to the right under "Arterial". In this case the leg distance would be 15 feet along the proposed driveway and 50 feet along the arterial roadway.

Table 11-3: Sight Triangle Dimensions Along Driveways and Roadways

		Leg Distance on Existing Driveway or Roadway (see the four columns below)			
		Driveway	**Local Road**	**Collector**	**Arterial**
Leg Distance on Proposed Driveway or Roadway (see column to the right)	**Driveway**	15'/15'	15'/15'	15'/15'	15'/50'
	Local Road	15'/15'	15'/15'	15'/35'	15'/50'

	Collector	35'/15'	35'/15'	35'/35'	35'/50'
	Arterial	50'/15'	50'/15'	50'/35'	50'/50'

Note: The first leg distance listed is the leg along the curb line of the proposed driveway or roadway and the second distance listed is along the curb line of the existing driveway or roadway where the proposed driveway or roadway will intersect. The third leg of the triangle would be a line connecting the furthest points of the two legs. There will be two sight triangles for "T" intersections and four sight triangles for full intersections.

M. *Landscape review for single-family subdivisions by certified HOAs.* A Homeowners Association, or Property Owners Association (HOA) may apply to the City for annual certification to allow deferral of City review of single family home landscape plans and landscape inspections to a certified HOA for the construction of new single-family homes, additions and accessory structures within a subdivision.

HOA certification will be valid for one calendar year from date of certification, and certified HOAs may apply for recertification annually. In order to be certified or recertified, a HOA must provide the following to the City:

1. Covenants and Restrictions or deed restrictions with landscaping requirements that meet or exceed the City's minimum landscape requirements for single-family homes.
2. Proof that the HOA has an Architectural Review Committee or its equivalent that will review landscaping plans for all new single-family homes within its subdivision.
3. Proof that HOA inspects and enforces its landscape requirements.

Approval of certification or recertification does not preclude the City, at its discretion, from conducting evaluation audits which may include landscape inspections, landscape plan review or other applicable evaluations to ensure City Landscape requirements are being enforced. Certification may revoked at any time for non-complying HOAs. Certification does not include the review and inspection for tree removal, fire mitigation, perpetual care, and landscaping and irrigation systems in common areas. The City reserves the right to enforce all provisions of City Codes, including this section. Every certified HOA must provide every ARC approved landscape plan to the City.

11.03.02. *Specific landscaping requirements for developments.*

A. *MFR/COM developments.*

1. *Foundation plantings.* Foundation plantings are intended to soften buildings and improve their aesthetics. Planting beds with a minimum width of four feet shall surround a minimum of 70 percent of the building elevation excluding areas adjacent to building entry doors, fountains, benches and sculptures. Bed lines, where practicable, shall be curvilinear and wrap the corners of the structure with shrubbery plantings no closer than three feet from the building. Screening that is at least four feet wide around loading areas, dumpsters, and mechanical equipment running parallel to the adjacent building elevation may be counted towards these requirements. On sites located along specially designated road segments or roads, as listed in Table 11-5, an average minimum foundation planting bed width of eight feet shall be provided. In this area, a minimum of two different heights of plant material shall be used along with understory trees at the rate of one tree per 50 lineal feet of building wall

length. These planting beds shall be located in the most visible areas. The following may be used in order to provide some alternatives to foundation plantings:

a. *Architectural design.* Foundation planting requirements for multifamily and nonresidential buildings may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

b. *Landscape design.* Alternative foundation plantings may be permitted (e.g., architectural planter, pots, etc.) or allowed to be relocated along an alternative building elevation by the Land Use Administrator and applied as a credit towards meeting the foundation planting requirement, if demonstrated and determined that the methodology is of equal benefit to the general public and appropriate automatic irrigation facilities are provided.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures must be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

B. *IND developments.*

1. *Foundation plantings.* Planting beds at least four feet wide shall be planted adjacent to at least 60 percent of front building elevations, 25 percent of street side building elevations, and ten percent of interior side building elevations, but are not required along rear elevations. Areas adjacent to building entry doors, benches, fountains or sculptures are excluded from these calculations. The following may be used in order to provide some alternatives to foundation plantings:

a. *Architectural design.* Foundation planting requirements may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

b. *Landscape design.* Foundation planting may be relocated along an alternate building elevation if the Land Use Administrator determines that mitigating circumstances are present (e.g., limited depth to the property or the property has an unusual shape) and the alternate location provides equal or greater benefit to the general public.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

C. *SUBD developments.*

1. *Common area.* Common areas within subdivisions including, but not limited to: entrance ways, recreation areas, gateways, and street islands; shall maintain the same tree density standards as required in Section 11.03.01.A. and the same minimum planting standards as shown in Table 11-4.

a. Temporary sales trailers are required to be skirted and have a short screen planting as defined and described in Table 11-4 with temporary irrigation around all sides visible to the public plus two understory trees, to improve its aesthetics.

b. Unless an easement for perpetual maintenance is provided, buffer planting areas, if required, shall be provided in the common areas of the subdivision and not on individual private lots.

c. Provisions for maintenance of common areas and conservation/wetland areas shall be made through covenants and restrictions or other means.

2. *Landscape buffers.* For subdivisions fronting any of the specially designated road segments or roads as noted in Section 11.03.05.B., Type B or G landscape buffers shall be required.

3. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

D. *SFR/DPX developments.*

1. *Number and type of trees.*

a. At least one tree shall be provided for each 2,500 square feet of lot area, or major fraction thereof, excluding ponds, lakes, and canals, per Section 11.03.01.A. On lots one acre or larger this minimum tree planting standard shall only be based on the portion of the lot being developed with buildings, swimming pools, pavement, or new landscaped areas including turf.

b. Regardless of lot size, a minimum of one shade tree shall be provided, preferably in the front yard. At least two shade trees shall be provided on lots at least one-third acre but less than two-thirds-acre, three shade trees shall be provided on lots two-thirds-acre but less than one acre, and four shade trees shall be provided on lots one acre or larger.

2. *Foundation plantings.*

a. Residential homes shall provide foundation plantings consisting of 16 shrubs as described in table 11-4. On interior lots, eight shrubs shall be planted in front of the home, and four shrubs planted on each side of the home. On corner lots, six shrubs shall be planted on each side of the home facing a street, and four shrubs planted on the interior side of the home. When the rear yard of a home faces a saltwater canal, lake, or golf course, an additional four shrubs shall be planted along the rear of the home.

b. All of these required shrubs shall be planted between 2½ and eight feet of the home's foundation.

c. The corners of the house shall be wrapped with shrubbery or have an understory tree planted there. Shrubbery shall be selected using varying heights to accent and soften walls.

3. *Minimum planting requirement.* There shall be a minimum planted area or preserved existing native vegetation area of 60 percent of the pervious open space. The remainder of the pervious open space area may be decorative gravel or decorative crushed stone commonly used for landscaping purposes, or mulches. All swales in rights-of-way shall be sodded.

11.03.03. *Tree and plant types, sizes, and quality.*

A. *Trees, shrubs, and groundcovers.* All trees, shrubs, and groundcovers shall meet or exceed the standards of a Florida No. 1 or better quality as set forth in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture. Damage to any tree, shrub, or ground cover that puts the plant material at risk of not surviving due to the injury, is grounds for rejection. The planting requirements at time of installation are listed in the following table:

Table 11-4: Minimum Planting and Maintenance Requirements

Type of Development	Shade Trees	Understory Trees	Shrubs and Groundcovers	Accent Plants
MFR/COM, IND and SUBD	Caliper: 3½" Hardwoods or 3 sabal palm trees at 8' clear trunk are required to replace 1 shade tree.	Caliper: 1½" Minimum container: 30 gallon-In parking lot islands minimum height shall be 12'—14'.	Shrubs: 3 gallon Groundcover: 1 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option shrubs shall achieve a minimum height of 3' within 2 years. Medium screen planting: shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing installed that achieves within 2 years a minimum height of 3½'. Tall screen planting: shrubs 5' in height and 60% opacity installed that achieves within 2 years a minimum height of 6' and opacity of 80%.	Dwarf to medium 3-gallon container shrubs. Height: 12" minimum at time of planting.
SFR/DPX	Caliper: 2" Hardwood or 3 sabal palm trees clustered at 8~~3~~' clear trunk are required to replace 1 shade tree.	Caliper: 1" Minimum container: 15-gallon	Shrubs: 3 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option, shrubs shall achieve a minimum height of 3' within 2 years.	None required

Notes
1. A ten-percent tolerance level may be provided to the above minimum plant sizes to reflect plant variability, or 20-percent tolerance level during times of extremely limited plant availability, at the determination of the Land Use Administrator.
2. Short, medium and tall screen plantings shall be non-deciduous, always maintained to meet their minimum height and opacity standards, and if planted on a berm, the berm may count towards the screening height.
3. Trees shall be allowed to grow to their natural height and typical shape in MFR/COM, IND and SUBD Developments.
4. In the case of mitigation for a historic tree on SFR/DPX properties, also see Section 11.02.05.F.2.b.

1. Existing trees shall count towards any tree requirements as noted in this Chapter if:
   a. The trees are equal to or greater than the minimum sizes in Table 11-4;
   b. Are in good structural condition and health; and
   c. The root zone is protected during the construction phase of the project.
2. For MFR/COM, IND and SUBD developments a cluster of three palm trees or one date palm with a minimum of 8 ft of clear trunk may replace up to 25 percent of the required shade trees, at the ratios shown in this Chapter. Where an architectural theme in ~~a~~an MFR/COM or SUBD development has a dominant tropical design, clusters of three palm trees may replace 50 percent of the required shade trees with the same spacing requirements. On SFR/DPX developments, clusters of three palm trees may replace up to 50 percent of the required shade trees, but in all cases at least one shade tree shall be provided.

B. *Turf.* Grass areas shall be planted with sod in a species normally grown as permanent lawns in East Central Florida. Newly installed Bahia sod shall be healthy and have no more than 20 percent weeds or unlike grass species. Newly installed St. Augustine, Seashore Paspallum, Bermuda, and Zoysia sod shall have no more than five percent weeds or unlike grass species. For newly installed turf where irrigation is not provided, grass species shall be Bahia grass or Bermuda grass where appropriate. All areas of a disturbed site not otherwise landscaped or not left in natural native vegetation shall be grassed, or mulched, at a minimum.

11.03.04. *Parking lot landscaping requirements.*

A. *Screening.* Screening from the right-of-way and adjacent properties in the form of a short screen planting, as defined herein, is required for off-street parking lot areas where the perimeter buffer does not already include one. The height shall be measured from the top of the adjacent parking surface, and if planted on a berm, the berm height can be included towards the minimum height.

B. *Internal parking lot landscaping.* Internal parking lot landscaping shall comprise an area equal to a minimum of ten percent of the vehicular use area excluding those areas beneath vehicular canopies, such as a bank drive-thru or a convenience store with gas pumps. The vehicular use area is the total area of all parking stalls, drive aisles, and access ways within the limits of the property being developed. Sites zoned industrial can exclude vehicular use areas designated for heavy-duty truck parking, loading, and maneuvering from these calculations.

1. *Landscape islands.*
   a. A qualifying island or planting area shall contain at least one tree per landscaped island. Shade trees shall only be planted in islands having at least nine feet in width and at least 300 square feet of island area per tree, except for median islands described in Section 11.03.04.B.2.a.(1).
   b. Required islands shall be a minimum of 150 square feet in area and shall have one understory tree unless the island is large enough for a shade tree, or a grouping of three palms.
2. *Placement of landscape islands.*
   a. No more than five consecutive parallel parking spaces may be constructed without separation by a vehicular use area landscape island, and no more than ten consecutive parking spaces may be constructed without separation by a landscape island, except as specified below:
      (1) Where shade trees are planted at a minimum of 50 feet on-center the length of a center island located between two rows of parking spaces ("median island"), the median island shall have a minimum planting width of eight feet. If understory trees

or a cluster of three palm trees are planted instead, the median island shall have a minimum width of five feet with the understory trees or clusters of three palms spaced a minimum of 30 feet on-center.

(2) Where a minimum of an additional five feet of buffer width is provided, in addition to any required perimeter buffer width, along the outside edge of the parking lot adjacent to the parking spaces, with shade trees planted at a minimum of 50 feet on-center.

b. If stabilized grass parking is approved, the parking spaces shall be delineated with parking stops and the required vehicular use area islands shall be provided.

c. All parking rows ending adjacent to drive or parking aisles shall be terminated by a landscape island ("terminal island") that is at least five feet in width.

3. *Design requirements for landscape islands.*

a. Where light poles or flagpoles are placed in landscape islands that contain shade trees, the minimum size of those landscape islands shall be increased by 150 square feet, and the pole shall be located at least 15 feet from the shade tree.

b. Curbing shall be installed around the perimeter of all landscape islands that abut paved parking or drive aisles. Where the landscape islands abut stabilized grass parking, pressure-treated timbers (minimum size of six inches by six inches), securely attached with rebar to the ground, are allowed in lieu of the curbs. Curbing or areas beneath the pressure-treated timbers shall not be counted towards the landscape island areas.

c. The Land Use Administrator may supersede specific landscaping standards in this subsection when they conflict with concerns expressed by the Fire Department or utility providers regarding public safety.

d. Landscape islands shall have at least one tree credit for every 165 square feet of required internal parking lot landscape areas; with understory trees receiving one tree credit, clusters of three palm trees receiving 1½ tree credits, and shade trees receiving two tree credits.

4. *Alternate planting requirements for parking lot islands.* The following specific planting requirements relate to internal parking lots:

a. In lieu of providing the minimum open space in a parking lot island, the Land Use Administrator may approve one or more of the following practices:

(1) Structural soils;

(2) Structural bridging under sub-base and pavement areas;

(3) Soil trenches/root paths that allow roots to access larger soil areas; or

(4) Other methodology, such as pervious pavers, that provide adequate means for tree roots to properly grow.

b. Upon submittal and approval of design plans and specifications of an alternate means of rooting area under a paved surface, the minimum parking lot island planting area as required in this section may be reduced. Structural soil specifications shall comply with City standards.

5. *Driveway medians.* A landscaped island ("driveway median") may be installed to separate the ingress and egress driveways of an access way. This driveway median shall meet the planting and design requirements for landscape islands.

6. *Flexibility.*

a. The Land Use Administrator may permit the use of architectural planters to provide partial credit towards landscape island/area requirements, if found to be of equivalent public benefit and where no other practical options exist.

b. The Land Use Administrator may permit more than ten contiguous parking spaces without an island in order to promote tree preservation or when unique site circumstances exist, such as redevelopment.

c. The Land Use Administrator may reduce the minimum area for parking lot islands if it is determined adequate tree rooting area is provided below the pavement area, per the City Technical Manual.

7. *Related standards.*

a. For large scale commercial centers, see Sections 4.15.03.B. and 4.15.03.C.

b. For screening of mechanical equipment, utilities and storage areas, see Section 13.04.07.A.

11.03.05. *Landscape buffer requirements.*

A. *Buffer type determination.* Determining perimeter buffer requirements for a site consists of a two-step process:

1. Use Table 11-5 to determine the type of buffer required.

2. Use Table 11-6 to find the design standards for the particular buffer required.

B. *Perimeter buffer requirements.* Table 11-5 shows the perimeter buffer types required based on the zoning of the subject property and the adjoining zoning/use. The zoning of the subject property is shown on the second row with the black background and the adjoining zoning/use is shown on the left-hand column. To use Table 11-5, go along the second row to find the subject property's zoning and then go down that column to where it aligns with the same row as the adjoining zoning/use. For example, if the proposed development is located on land zoned "IND-1" and the abutting land is zoned "MFR-1" then use the "IND" column at the right-hand side of the table and follow it down to the row labeled "MFR", which would require a perimeter buffer type "D", "E", or "F".

Table 11-5: Perimeter Buffer Requirements[5]

	Zoning of Proposed Development				
	AGR, PRS, P & G	**SFR, DPX, EST**	**MFR, MHD**	**OFC, COM, MPD[1], PSP[2]**	**IND**
Adjoining Zoning/Use (shown below):					
AGR, PRS, P&G	None	None	None	None	None
SFR, DPX, EST	None	~~None~~ D, E, or F[1A]	D, E or F	D, E or F	D, E or F

MFR, MHD	None	~~None~~ D,E,or F[1A]	C	D, E or F	D, E or F
OFC, COM, MPD [1], PSP [2]	None	None	C	C	D, E, or F
IND	None	None	C	C	C
Non Specially Designated Roads	None	A	A	A	A
Specially Designated Segments Palm Coast Parkway, Palm Harbor Parkway and Colbert Lane [3]	None	B	B	B	B
Other Specially Designated Roads or Segments Thereof [4]	None	G	G	G	G
Retention Pond, Lake, or Canal	None	None	None	C	D, E or F

[1] In the MPD zoning district the requirements shall revert to the underlying zoning district or use for the subject property, as described within the MPD Agreement.
[1A]Buffer requirements only when the Finished Floor Elevation differs by 2' or more.
[2] Requirements in the PSP zoning district shall revert to the existing or proposed use on the property, as determined by the Land Use Administrator.
[3] Segments are limited to Palm Coast Parkway east of I-95, Palm Harbor Parkway south of the Hammock Dunes Bridge, and Colbert Lane from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south.
[4] Other specially designated roads or segments thereof, include the following: Belle Terre Parkway, Belle Terre Boulevard, Colbert Lane (segment north of Palm Coast Parkway SE and segment more than 2200 feet south of Palm Coast Parkway SE), Cypress Point Parkway, 1-95, Matanzas Woods Parkway, Old Kings Road, Palm Coast Parkway (segment west of 1-95), Palm Harbor Parkway (segment north of the Hammock Dunes Bridge), Pine Lakes Parkway, Royal Palms Parkway, S.R. 100, Seminole Woods Parkway, U.S. 1, and White View Parkway.

[5]Land Use Administrator may add landscaping from other buffer areas to create more impactful buffer.

1. For nonresidential uses, a perimeter buffer will not be required between two or more newly created adjoining lot lines when subdividing a parcel of land that has an existing development or an approved site plan. (For example, two outparcels in front of a shopping center with an anchor tenant building.) In order to qualify, the existing or approved project and future developments on the proposed lots must have approval for a unified or master site plan that incorporates shared facilities including: access, stormwater facilities, and connectivity.
2. The double-frontage lots fronting along Palm Coast Parkway SE or Palm Coast Parkway NE and fronting along the City un-named right-of-way, located about 350 feet south of Palm Coast Parkway NE and extending east from Florida Park Drive to the Intracoastal Waterway, do not have to provide any buffers along the City un-named right-of-way.

C. *Buffer design standards.* The required buffers shall meet the following landscape standards:

Table 11-6: Buffer Design Standards

Type	Width[1]	Shade Trees per Linear Feet	Maximum Shade Tree Spacing per Linear Feet	Understory Trees per Linear Feet	Short Screen or Tall Screen	Accent Planting per Linear Feet	Decorative Wall/Fence
A	10'	1/50'	75'	1/50'	Short Screen	N/A	N/A
B	35'	1/50'	75'	1/50'	Short Screen	30/100'	N/A
C [2]	10'	1/50'	75'	Optional	Short Screen [3]	N/A	N/A
D [2]	10'	1/50'	75'	Optional	Not Required	30/100'	Decorative Wall
E [2]	20'	1/50'	75'	Optional	Tall Screen	N/A	Optional
F [2]	15'	1/50'	75'	Optional	Not Required	30/100'	Fence
G	25'	1/50'	75'	1/50'	Short Screen	30/100'	N/A

[1] A 35-foot Buffer B may be averaged with a minimum width of 25 feet and maximum width of 45 feet, and a 25' Buffer G may be averaged with a minimum width of 20 feet and a maximum width of 30 feet.
[2] Where an adjoining lot is undeveloped, shade tree spacing in the subject lot's adjoining buffer shall be increased to one per 75 linear feet and maximum spacing increased to 90 feet. Where an adjoining lot has been developed with an adjoining buffer having shade trees, the subject lot shall have understory trees planted that are staggered between the shade trees.
[3] Not required if the adjoining property has already been developed with the shrubs already planted, or where multi-family, office, or commercial uses are adjacent to any pond, lake, canal or waterway and the view would be an enhancement for the proposed project while not negatively impacting neighboring properties, as determined by the Land Use Administrator. Also, not required when industrial properties are adjacent to each other, except where a parking area is unscreened and adjacent to the buffer.

1. Landscape buffer areas shall be located at the perimeter of the site. Plantings shall not be located in any portion of a public or private right-of-way or drainage easement, unless permitted by a landscape easement. Short, medium and tall screen plantings may be located between the minimum landscape buffer area and the parking lot, building, structure or equipment they are intended to buffer. If not screening parking areas or other areas required to be screened, these screen plantings can be incorporated into the required foundation plantings.
2. At least 50 percent of the existing native vegetation shall be preserved within the landscape buffer area. Preserved native vegetation within the buffer shall be hand cleared of vines, debris, and dead branches to present an attractive transition from maintained to natural. If native vegetation is not present, is insufficient to meet the screening required by this section, or the Land Use Administrator has determined that it must be removed due to required site grading or existing utilities, then plant material shall be installed to meet the buffer requirement.
3. When calculating the required number of trees and shrubs within a buffer, the width of access ways or easements running perpendicular to the buffer shall be subtracted from the property length.
4. Understory trees may be used in lieu of shade trees where noted in Table 11-6 as "Optional"; however, no more than 25 percent of the required trees may be understory trees. Unless

limited by utility easement, then shade trees may be permitted at maximum required percentage as determined by Land Use Administrator.

5. Where accent plants are required, no more than 30 percent of the planting bed area shall be comprised of groundcover plants.

6. Uses within buffers:

   a. Buffer yards shall be limited to passive recreation and may contain pedestrian or bicycle trails and public amenities such as decorative fountains, artwork, and similar structures.

   b. Mechanical equipment or structures, directional signs, and backflow preventers may be allowed in perimeter buffer areas pursuant to approval by the Land Use Administrator.

   c. In a buffer ten feet or less in width, none of the required buffer area may be used for stormwater retention/detention. In a buffer 15 feet in width, no more than 33 percent of the required buffer area may be used for stormwater retention/detention. In a buffer 20 feet or more in width, no more than 50 percent of the required buffer area may be used for stormwater retention/detention. These ratios shall be reduced if insufficient room is left for plantings.

   d. A required buffer shall be at least 15 feet wide before it can be encumbered by the partial overlap of a sidewalk or utility easement running parallel to the buffer, and the overlap shall not exceed one-third of the required buffer width. This ratio may be reduced if stormwater retention/detention areas are also in the buffer or if there is insufficient room for plantings.

7. Decorative walls and fences, when required, shall be six feet in height and comply with the material and design requirements (see Section 4.01 for material and design requirements for walls and fences).

D. *Miscellaneous buffer requirements.*

1. *Vehicle display areas.* For automotive, recreational vehicles, motorcycles, motorized watercrafts, and other similar displays, a maximum of 33 percent of the frontage short screen plantings may be reduced to a height of 12 inches at time of planting if a minimum height of 16 inches shall be achieved within two years and maintained at such height. The balance of the short screen planting shall be installed and maintained per the height standards in Table 11-4.

2. *Frontage road buffers.* Frontage roads that parallel the main road serving a site may encroach into a front landscape buffer if no less than ten feet of the required buffer is provided on the development side of the frontage road with the remaining footage of the buffer width on the side of the main road.

3. *Fleet rental parking buffers.* Fleet rental parking spaces (excluding spaces limited to the renting of automobiles or pickup trucks) shall be located to the side or rear of the building and screened with a tall screen planting.

4. *Phased projects.* Any development that proposes phasing shall be required to provide perimeter buffer plantings adjacent to existing development and rights-of-way that are visible to the general public. If existing trees and vegetation are sufficient to provide this buffer, they may be used to satisfy this requirement. The certificate of occupancy for the initial phase shall not be issued until the buffer plantings have been provided.

11.03.06. *Irrigation requirements.*

A. *Requirements by type of development.*

1. *MFR/COM, IND:* These developments shall meet the irrigation design standards contained in this section.
2. *SUBD:* Irrigation systems for all common areas of a subdivision, including planted medians, shall be designed and installed with the subdivision infrastructure in accordance with this section. If the owner elects, the planting and irrigation of street trees on individual lots may be postponed until the lot is developed.

B. *Design standards.* Irrigation systems shall meet all City irrigation design standards as well as the following:

1. *Water conservation.* Irrigation systems shall be designed in such a way as to minimize runoff or spraying of irrigation water onto roadways, driveways, and adjacent properties that are not under the control of the owner. The irrigation systems shall be designed to locate plants into water use zones having the same irrigation needs.
2. *Water source.* Non-potable water use demands shall be met using water of the lowest quality supply that is both available and feasible for the intended application, as determined by the Land Use Administrator. Water reuse or water reclamation programs, if available, shall be used to reduce groundwater or surface water withdrawals for water use applications which do not require potable water. The following are the water source priorities of the City from highest preference to lowest preference:
    a. Reclaimed water.
    b. Stormwater, lake, or canal.
    c. Groundwater (well).
    d. Potable water.
3. *Temporary irrigation.* All landscape installations shall make necessary provisions for watering to establish and guarantee plant survival. Sites with these types of irrigation systems shall use super absorbents in the planting backfill as well as native plants or xeric plants and trees. A watering schedule shall be submitted. For an example, see the University of Florida Extension publication ENH856 - Tree Specifications for Planting and Shrubs in the Southeastern United States. Specifications shall be included to provide one of the following:
    a. Automatic irrigation;
    b. Hand watering via hose bib or other water source;
    c. Water truck hand watering; or
    d. Automated water bags.
4. *Irrigated areas.* The irrigation system, unless temporary, shall have mainlines and lateral lines buried underground and designed to provide adequate irrigation to all landscaped areas except for areas of existing native vegetation or planting areas comprised of vegetation that conserves water, is adaptable to local conditions, and is drought tolerant.
5. *Backflow prevention.* Irrigation systems connected to a potable water source shall have a backflow prevention assembly installed as required and approved by the Land Use Administrator. Permitted wells shall have a serviceable double-check valve as required and approved by the Land Use Administrator. See Chapter 9 for these requirements.
6. *Moisture sensing device or smart irrigation system.* All irrigation systems shall have an operational moisture-sensing device or a smart irrigation system such as a rain detection device.

11.03.07. *Installation of plants.* All landscaping is to be installed in a professional manner following good nursery practices as set by the Florida Nurserymen Landscape and Growers Association. All planting requirements shall meet or exceed the standards set forth in this chapter and the University of Florida Extension Publication ENH856 - Tree Specifications for Planting Trees and Shrubs in the Southeastern United States.

A. *Mulching requirements.* All planting areas shall be mulched with a minimum of thre~~wo~~ inches and a maximum of four inches of mulching material. The type of mulching material is subject to approval by the Land Use Administrator.

B. *Turf.* See Section 11.03.03.B. for turf requirements and quality.

11.03.08. *Compliance with approved plans; maintenance.*

A. *Compliance with approved plans.* All required plantings as shown on the approved landscape plans must be completed prior to issuance of a certificate of occupancy.

B. *Maintenance.*

1. The owner is responsible for maintaining the approved landscaping on-site in a healthy condition indefinitely. All required plant material that dies, or becomes unhealthy and is not treatable, shall be replaced within 30 days. When any plants are replaced because they are dead, diseased, or destroyed by acts of nature, they should be of the same or similar species and meet the size standards of Table 11-4.

2. Pruning standards for all tree work done in the City shall follow American National Standards Institute (ANSI) A300, Part 1 "pruning standards" as well as ANSI Z133.1-2000 standards for safety.

   a. The owner, tenant and their agents including personnel and companies who provide the tree services shall be jointly and severally responsible for following these pruning specifications and for tree damage or loss. Trees shall not be topped (hat-racking), over-lifted (lions-tailing), shaped, or significantly pruned, but shall be allowed to grow to maturity and attain their natural form so that crown development is not inhibited. Trees may only be pruned to maintain good health and growth by removal of limbs that are dead, weak, insect or disease-infested, storm damaged, crowded, rubbing other limbs, low and interfering with pedestrians or vehicles, or to maintain safe distances from utility lines.

   b. For maintenance of commercial properties, including: office, medical, retail, and industrial uses; and multi-family projects of 25 units or more, tree pruning of branches one inch or larger and at a height of eight feet or more shall only be provided by or under the direct supervision of arborists certified by the International Society of Arboriculture within Florida. ~~or by tree trimmers certified annually by the City~~.

3. Adequate provision shall be made, as approved by the Land Use Administrator, for the perpetual maintenance of common areas through covenants and restrictions or other means. These requirements can be achieved through either existing tree preservation (preferred) or by planting new trees. Buffer plantings shall be planted in common areas and not private lots, unless a landscape maintenance easement is granted with adequate perpetual maintenance assurances.

4. The owners are responsible for maintaining the approved irrigation system in an operable and efficient condition in perpetuity.

5. For developed lots and the improved portions of partially developed parcels, the owners are responsible for ongoing removal of all invasive plant species, as determined by the Florida Department of Agriculture and Consumer Services "Noxious Weeds" rule set forth in the Florida Administrative Code.

6. The City may conduct periodic inspections to assure compliance with the planting and maintenance requirements of this section. If a violation is found the City will notify the owner that they have 30 days in which to replace plants and make any other necessary repairs. Continued violation after the 30 days will be referred to the Code Enforcement Board or another enforcement mechanism will be used.

11.03.09. *Construction phase/acceptance of improvements.*

A. *Construction phase.*

1. *Permit.* No site work shall commence until appropriate tree protection and erosion control measures are in place and approved by the Land Use Administrator.

2. *Pre-construction meeting.* Prior to any site clearing on MFR, COM, IND, and SUBD developments, all trees and areas with shrubs to remain shall be properly marked and barricaded as indicated in this Chapter. A pre-construction conference shall be scheduled with the general contractor, land clearing contractor or its designee, and City staff to review specific criteria for construction.

3. *Erosion control.* Best management practices shall be utilized.

B. *Acceptance of improvements.*

1. *Certificate of occupancy.* No certificate of occupancy may be issued until all specifications on the approved plan have been attained unless the Land Use Administrator determines that an extension of up to sixty (60) days is warranted and the required landscape and irrigation are covered by a surety given to the City on a form provided by the City, in the amount of one hundred fifty (150) percent of the estimated value of the unfinished work.

2. *As-built drawings.* Landscape and irrigation as-built drawings (as-builts) are required prior to the certificate of occupancy of the project being issued in any zoning district except for SFR, DPX, and EST. The irrigation as-builts provided to the City for future reference shall include certification via signed and sealed plans by a landscape architect for location of water source, rain sensor, valves, clocks, and heads. The purpose of the irrigation as-built drawings is to provide reasonable assurance that the irrigation system is installed in accordance with City approved irrigation plans. Approximate underground pipe run locations will be acceptable in lieu of exact locations. As-builts may be bonded according to the procedure as noted in Section 11.03.09.B.1.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.04. - Enforcement/Remediation and Penalties.

11.04.01. *Cease and desist orders.* The Land Use Administrator may issue a cease and desist order for a maximum of two working days whenever a violation of this subpart has occurred. Upon review of the violation, the Land Use Administrator may extend the cease and desist order until the violation is brought into compliance and all resulting fines incurred as a result of the violation are paid.

11.04.02. *Correction of violation/remediation.* The City shall take the following actions when a violation of this chapter has occurred in addition to all other available code enforcement remedies:

A. *Tree replacement remediation requirements*. Each tree destroyed or significantly damaged contrary to the latest ANSI A-300, Part I standards, including removal or effective removal, shall be replaced on SFR/DPX properties pursuant to Table 11-4 by a desirable type of tree; and on MFR/COM and IND properties only, the total diameter inches of the protected trees removed shall be replaced with a minimum replacement tree size of six-inch caliper. On MFR/COM and IND properties a mitigation plan consistent with this Chapter must be submitted to the City for review.

This plan may require, in part, contribution to the tree bank fund. If contribution is to be made into the tree bank fund, the monetary equivalent amount of such contribution shall be determined pursuant to Subsection 11.02.07. The mitigation plan shall also require mitigation of any other damage to the property. Each tree so damaged or removed shall be considered a separate violation of this LDC.

B. *Sites cleared without approved tree surveys.* If the site has been cleared and the trees have been removed from the site such that the Land Use Administrator is unable to determine with reasonable certainty the number of protected trees removed in violation of this subpart, the violation may be corrected or partially corrected by paying into the tree replacement fund. The Land Use Administrator will determine the appropriateness and numbers of tree replacements to be planted back on the lot upon inspection. No work shall continue until the tree replanting plan has been approved. The contributions assessed under this subsection shall be payable to the City within ten working days after assessment. All replanting shall be required to be irrigated.

C. *Clearing without construction/inspections.* Permitted projects which are cleared, and upon which construction and inspection has not occurred within six months of clearing, shall be subject to mitigation per Table 11-2, as well as stabilization of all disturbed areas with sod or seed. In areas where a tree survey was accomplished, all protected trees on the survey shall be mitigated, and in areas where trees were not surveyed, the fine established by the City shall apply. Additionally, all perimeter buffer plantings, as shown on the approved plans, shall be installed and irrigated. Trees used in these buffers shall be credited towards the mitigation requirements.

11.04.03. *Appeals.* Any person aggrieved by an administrative order of the Land Use Administrator may appeal the order to the Planning and Land Development Regulation Board in accordance with requirements in Chapter 2.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 12.01. - Generally.

12.01.01. *Purpose and intent.*

(1) It is the purpose of this chapter to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this chapter are also designed and intended to meet the statutory requirement that this municipality adopt land development regulations that regulate signage, a requirement set forth in F.S.

§ 163.3202(f). The sign regulations in this chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics and safety. The sign regulations are designed to serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death. The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.

This chapter regulates signs, as defined in this Unified Land Development Code, which are placed on private property. This chapter is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of government regulation.

The City boundary is depicted on the official zoning map. In order to preserve and promote the City as a desirable community in which to live, recreate and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end.

This chapter is intended to serve the following purposes:

A. Maintain the established suburban character of the City by regulating all exterior signage in a manner which promotes low profile signage of high quality design and enhances the City's ability to attract sources of economic development and growth;

B. Protect and maintain the visual integrity of roadway corridors within the City by establishing a maximum amount of signage on any site to avoid visual clutter;

C. Protect motorists from visual distractions, obstructions, and hazards by regulating the location of signs;

D. Enhance the appearance of the physical environment by requiring that signage be designed to complement the architecture of the structure which the signage is intended to identify, and sited in a manner which is sensitive to the existing natural environment;

E. Allow signage that satisfies the visibility, identification, and communication needs of the local business community;

F. Foster civic pride and community spirit by maximizing the positive impact of development;

G. Establish procedures and regulations for the construction and maintenance of signs, removal of nonconforming signs, variances, and enforcement of these regulations;

H. Improve pedestrian and traffic safety;

I. Minimize the possible adverse effect of signs on nearby public and private property;

J. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;

K. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;

L. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

M. Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

N. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition of this City's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its master planned community, as well as for its major subdivisions, shopping centers, and industrial parks;

0. Allow for traffic control devices and government signs without regulation, consistent with state and national standards, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing state and nationally consistent warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

P. Enable the fair and consistent enforcement of these sign regulations;

Q. Promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and advance the City's goals of quality development;

R. Provide standards regarding the non-communicative aspects of signs, which are consistent with city, county, state and federal law;

S. Ensure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs;

T. Ensure that the constitutional guaranteed right of free speech is protected. Applications will be reviewed only with respect to sign structure or placement, excluding any reference to message, category, subject, topic or viewpoint;

U. Reduce the Impact of Sign Clutter. Excessive signage and sign clutter impair legibility and undermine the effectiveness of governmental signs, Traffic Control Devices and other required signs (such as building, unit or house number signs, street identification signs, and building identity signs) that are essential to identifying locations for the delivery of emergency services, mail and package delivery, and other compelling governmental purposes The intent of these sign regulations is to enhance the visual environment of the City, ensure that City residents and visitors can safely navigate through the City to their intended destinations, and promote the continued well-being of the City. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the City through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests; and

V. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs.

(2) Where there is conflict between this chapter and other sections of this Code, the most restrictive regulations shall apply.

(3) This chapter does not regulate government signs on government property.

12.01.02. *Applicability.* These regulations apply to signs within residential and nonresidential areas. Signs shall be erected, placed, established, painted, created, and maintained in the City only in conformance with the regulations, procedures, exemptions, and other requirements of this chapter and pursuant to City standards and the Florida Building Code.

12.01.03. *Effect.* The effect of this chapter is to prohibit all signs not expressly allowed in this Code, except as approved through the variance process established herein and in Chapter 2.

12.01.04. Definitions. Words and phrases used in this chapter are defined in Chapter 14 (Glossary).

(Ord. No. 2009-26, § 59, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.02. - Sign Permits.

12.02.01. *Permit required.*

A. It is prohibited and unlawful for any person to erect, construct, alter, or relocate within the corporate City, any sign without first obtaining a sign permit, except as otherwise specified in this chapter. Applications shall be filed in accordance with City standards.

B. When considering the placement of freestanding signs, the Land Use Administrator shall consider the location of public utilities, sidewalks, and future street widening.

C. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this section and any applicable zoning law. The review of a completed sign permit application shall be completed within ten calendar days.

(Ord. No. 2009-26, §§ 60, 61, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.03. - Exempt and Prohibited Signs.

12.03.01. *Exemption from permitting.* The following signs are exempt from sign permit requirements; however they shall meet all other code requirements, including applicable construction regulations, and electrical permits as determined by the adopted electrical code:

A. Temporary Signs.

B. Signs required by federal or state law;

C. A sign (except a window sign which shall be subject to the provisions of this section) located entirely inside the premises of a building or enclosed space;

D. A motor vehicle sign, other than a prohibited vehicle sign or signs, as set forth in Subsection 12.03.02;

E. The change of copy on permitted manually changeable copy signs;

F. For 911 emergency response systems and public safety purposes, street address signs and residential mailboxes;

G. For 911 and emergency response systems, signs which identify the occupant;

H. Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts;

I. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property;

J. Signs protected by state statutes; and

K. Signs regulated by state statute. Sign applicants claiming an element of their proposed sign is regulated by F.S. § 553.79(22), as may be amended from time to time, must include all supporting documentation with their application and a clear and concise statement of regulatory applicability for review.

12.03.02. *Prohibited signs.* Except as required by state law or otherwise permitted by this Article, any sign installed or placed on public property shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies, the City shall have the right to recover damages from the owner or person placing such sign. It is prohibited and unlawful to erect or maintain any sign not specifically authorized by this chapter, including:

A. Signs that are in violation of the building code or electrical code adopted by the City;

B. Any sign that constitutes a traffic hazard or a detriment to traffic safety, as determined by accepted engineering standards, by reason of its size, location, movement, content, coloring, or intensity of illumination;

C. Signs using lights or illuminations that flash, move, rotate, blink, flicker, scroll like [~~or vary in intensity or color and~~ stock tickers or have strobe effects, except when required by the Federal Aviation Authority;

D. Signs that have video, animation or full-motion graphics;

E. Signs that have audible components or sound;

~~C.~~F. Digital signs on vehicles or trailers

~~D.~~G. Signs using exposed incandescent or LED bulbs in excess of 11 watts;

~~E.~~H. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics;

~~F.~~I. Pursuant to state law, signs using words and traffic control symbols which interfere with, mislead, or confuse traffic, such as "stop", "look", "caution", "danger", "slow", or which violate with the Manual on Uniform Traffic Control Devices (MUTCD);

~~G.~~J. Signs that resemble any official sign or marker erected by any governmental agency or that by reason of position, shape, or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device;

~~H.~~K. Signs within ten feet of public rights-of-way or 100 feet of traffic control lights that contain red or green lights that might be confused with traffic control lights;

~~I.~~L. Signs attached to traffic control devices or utility poles;

~~J.~~M. Signs attached to trees;

~~K.~~N. Signs made of combustible materials that are attached to or located within 20 feet of fire escapes or firefighting equipment;

~~L.~~O. Signs that obstruct a fire escape, window, door, or other opening used as a means of ventilation, ingress, or egress;

~~M.~~P. Any type of balloon signage;

~~N.~~Q. Signs that incorporate projected images;

~~O.~~R. Signs that involve the use of live animals;

~~P.~~S. Signs that emit audible sound, odor, or visible matter such as smoke or steam;

~~Q.~~T. Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television, or other communication signals;

~~R.~~U. Signs that are painted, pasted, or printed on buildings or any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs required by law;

~~S.~~V. Off-site signs;

~~T.~~W. Banners or signs placed across any public street, park, or property;

~~U.~~X. Private signs erected within any navigable waterway within the City;

~~V.~~Y. Portable signs, except as provided in this Chapter;

~~W.~~Z. Roof, marquee, and pole/pylon signs;Abandoned signs;

~~X.~~AA. Paper, cardboard, chalk, or white-board signs, except as allowed in this chapter;

~~Y.~~BB. Exposed neon or LED signs;~~Animated signs, including, flashing, undulating, swinging, rotating, or otherwise moving or scrolling signs.~~

~~Z.~~

~~AA. Electronic display type signs, including time and/or temperature signs, or any sign displaying any type of screen using animated or scrolling displays, such as a LED (light-emitting diode) screen or any other type of video display, even if the message is stationary; or signs displaying alternating or intermittent lights or lights of changing degrees of intensity or changes. Signs that have multiple views and objects that digitally or electronically produce color and/or black and white images similar to a television screen are prohibited. In addition, signs may not be multi-vision signs or display devices capable of presenting two or more separate images or ad copy sequentially by rotating multi-sided cylinders;~~

~~BB.~~CC. Any sign or illumination that causes any direct glare into or upon any building, other than the building to which the sign may be related;

~~CC.~~DD. A-frame signs, except as provided in this Chapter;

~~DD.~~EE. Any sign located within a right-of-way, except as may be allowed by this chapter;

~~EE.~~FF. Signs as a principal use in any zoning district;

~~FF.~~GG. Snipe signs;

~~GG.~~HH. Signs mounted to fences except as permitted in this chapter;

II. Parasite signs;

JJ. Motor vehicle signs or any signs attached thereto or placed thereon subject to the following exceptions:

1. Any vehicle appropriately parked on private property so long as the vehicle is used regularly, is only parked while not in use, and is not intentionally parked on the private property for the sole purpose of displaying the sign on the vehicle.
2. Any vehicle appropriately parked in a non-residential area upon which is placed a sign, if such vehicle is one that is operated during the normal course of business; provided, however, that no such vehicle shall be routinely parked in a location for the purpose of serving as, or constituting, additional signage.
3. Buses, taxicabs, and similar common carrier vehicles that are licensed or certified by the City of Palm Coast, Flagler County, other governmental entities, and/or Florida Public Service Commission.

KK. Permanent commercial signs on lots without a principal use; and

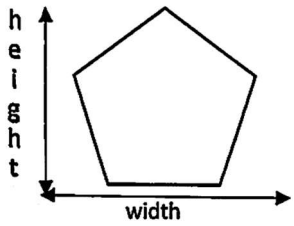
LL. Pole signs.

(Ord. No. 2009-26, §§ 62-71, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.04. - Sign Provisions for Permanent Signs.

12.04.01. *Calculating sign area.*

A. In computing sign area, ~~standard geometry formulas for common shapes shall be used. Common shapes shall include squares, rectangles, trapezoids, circles, and triangles. In the case of irregular shapes,~~ the total sign area will be the area of the ~~smallest~~ widest and tallest common shape that encompasses the various components of the sign (see graphic below).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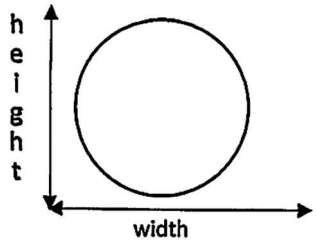
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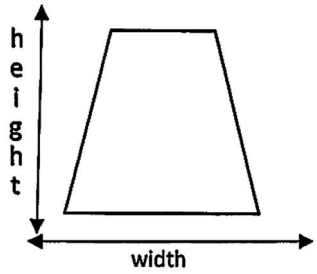
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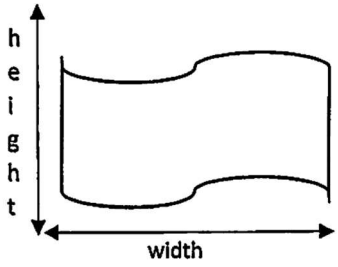
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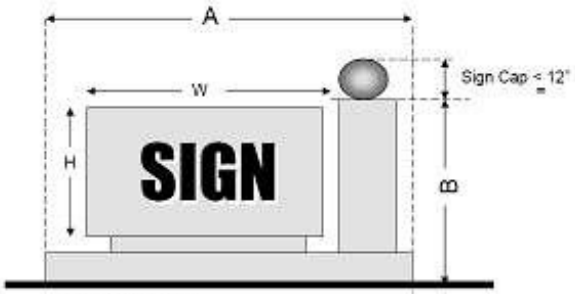
B. All words and components of a sign, including the support base of freestanding signs, shall be deemed to be part of a single sign. Individual words or components may be considered separate signs only if they are obviously disassociated from other components. When signs are enclosed in a border or highlighted by background graphics, the perimeter of such border or background will be used to compute sign area. Double face signs that meet the definition contained in this chapter shall be considered one sign.

C. The architectural features of freestanding signs shall not be greater than double the sign area. To calculate, take the ~~The~~ aggregate sign area and ~~-~~subtract the sign area. This shall not be greater than the sign area times two. ~~of freestanding signs shall not be more than double of the proposed sign area, exclusive of the sign area, only to include architectural features.~~

~~C.~~ _____See graphics below.



D. The allowable size of some freestanding signs is determined based on lot frontage (i.e., the width of a site along a public street). The allowable size of some wall signs is calculated based on the building frontage (i.e., width of the building where the public entrance is located).

12.04.02. *Measuring sign height/clearance.*

A. Freestanding sign height shall be measured from the ground elevation at the base of the sign to the highest point of the sign structure. The maximum height of permanent freestanding signs shall be seven feet, unless otherwise specified in this code. Decorative column caps may extend up to 12 inches above the maximum height permitted.

B. The clearance of a projecting sign shall be measured from the bottom of the area to the ground below.

C. The height of a wall sign shall be measured from the grade level of the base of the building below the sign to the top of the sign. The top of the area shall be no higher than the roof eave line.

12.04.03. *Construction and maintenance requirements.*

A. Except for temporary signs and window signs conforming in all respects with the requirements of this Code, all signs shall be constructed of durable materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

B. All signs and their supports, braces, guys, and anchors; electrical parts and lighting fixtures; and all painted and display areas shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Code at all times. Damaged faces or structural members shall be promptly removed or replaced.

C. Vegetation around, in front of, behind, and at the base of any sign shall be installed and maintained and neatly trimmed to conform to City landscape maintenance standards.

D. All signs shall maintain a minimum clearance from electric power lines of ten feet horizontally and 15 feet vertically or as otherwise directed by the utility provider.

E. No sign structure or framework may be exposed to public view due to removal of sign faces or advertising copy for a period in excess of 15 days.

12.04.04. *Existing signs.*

A. *Modifications to signs.* Modifications to signs shall not result in a sign that violates the requirements of this Code. The modification of sign height or size requires sign permit approval.

B. *Permits not required for change of sign copy* No permit or permit fee shall be required for changing the copy of a sign, as long as no changes are made to the sign's height, size, location, or structure. This exemption shall also apply to any change of copy on a changeable copy sign. However, a color change to the base of a sign must be aesthetically compatible with the associated primary structure.

C. *Nonconforming signs.* Signs lawfully existing prior to the effective date of this Code may be continued although their size, location, or other physical attributes do not conform to this chapter.

D. *Loss of legal nonconforming status of a sign.* A sign loses its legal nonconforming status and shall be considered in violation of this Code if one or more of the following occurs:

1. The sign is structurally altered in any way, including increasing its height, weight, width, depth, or enlarging it in any manner, except for normal maintenance or repair, which tends to or makes the sign less in compliance with the requirements of this chapter than it was before the alteration.
2. The sign is destroyed to such an extent that more than 60 percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25 percent of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.
3. Signs determined to be abandoned under the provisions of Subsection 12.04.04.E of this section.

E. *Abandonment.* All nonconforming signs and sign messages shall be removed by the owner or lessee of the premises upon which an on-site sign is located when the business it advertises is no longer conducted. Conforming signs shall have the copy area face removed and replaced with a blank face. Said signs on vacant or unoccupied property must be removed after 30 days. Any sign face which advertises a service no longer conducted or product no longer sold upon the property must be removed after 30 days. If the owner or lessee fails to remove the sign or sign message, the sign or sign message shall be deemed in violation of this Code.

F. *Signs subject to immediate removal.* Any sign erected without a required building permit is unlawful and must be removed by the owner thereof.

G. *Off-site signs.* Existing off-site signs may not be converted to electronic display type signs.

12.04.05. *Sign design.* Freestanding signs shall be aesthetically compatible with the principal structure, shopping center or subdivision.

12.04.06. *Lighting of signs.*

A. Any lighting used to illuminate signs shall be shielded such that the light source cannot be seen from abutting roads or properties.

B. No unshielded light source may be visible from the edge of the public right-of-way at a height of three feet.

C. Sign lighting shall not be designed or located to cause confusion with traffic lights.

D. Illumination by floodlights or spotlights is permissible if none of the light emitted shines directly onto an adjoining property or into the eyes of the motorist using or entering public streets.

E. Illuminated signs shall have luminance no greater than 300-foot candles.

F. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

G. Backlit awnings are prohibited.

12.04.07. *Sign location criteria.* The following location standards shall apply to all signs, unless stated otherwise in this chapter.

A. Freestanding signs.

1. Freestanding signs shall only be allowed on sites with a frontage of 50 feet or more.
2. Unless specifically noted in this chapter, signs shall be located wholly within the premises, and shall maintain a minimum setback of ten feet from all property lines. Signs may be allowed within an easement unless it is in conflict with the purpose of the easement.
3. No freestanding sign shall be located closer than 15 feet from any other freestanding sign, on or off the premises. On corner lots, the freestanding signs on each frontage shall be at least 100 feet apart, measured along the rights-of-way. This requirement does not apply to temporary signs.
4. Freestanding signs shall include landscaping around the base of the sign as required in Chapter 11. The plant material shall be selected to complement and enhance the sign.
5. Signs in nonresidential districts shall not be located closer than 50 feet from a residential zoning district except signs on property where the principal use is allowed outright or by special exception in that residential district.

B. *Other signs.*

1. Wall signs shall not exceed 75 percent of the width of the wall where they are placed, except if business is occupying more than one unit and no other wall signs will be placed on the adjoining unit(s); or if there are architectural elements separating facades where signs would be located on single use or multi-tenant buildings.
2. Wall signs shall not cover windows and shall preserve the architectural integrity of the building.
3. No wall sign shall extend above the roofline except where an exterior parapet wall projects above the roofline, in which case such sign may not extend above the top edge of the parapet
4. Wall signs on multistory buildings are allowed above the first floor.
5. Wall signs shall not be allowed within 50 feet of a residential district, if facing a residential zoning district, unless it is a mixed-use district.
6. A projecting sign shall be erected only on a wall of a building and shall not project out more than four feet. Projecting signs over a parking space, travel lane, or a driveway shall have a minimum clearance from finished grade of 14 feet to the bottom of the sign.
7. Projecting signs that extend over a sidewalk or walkway shall provide a clearance of eight feet between the finished grade and the bottom of the sign.
8. Awning lettering shall be placed on the awning valance and not on the vertical arc or diagonal portion of the awning. The awning material may include a design pattern.
9. Directory signs, for emergency and traffic circulation purposes, may be attached to a wall or be freestanding, but shall not be located within 10 feet of any public right-of-way line.

12.04.08. *Flagpoles.* Flagpoles are allowed subject to the following conditions:

A. Two flagpoles are allowed on each parcel/lot having less than 100' of road frontage. Three flagpoles are permitted on lots having 100' or greater of road frontage in the City.

B. Maximum pole height shall be 30 feet in nonresidential districts, and 25 feet in residential districts.

C. All poles shall be ground mounted.

D. All flagpoles shall have a minimum five-foot setback from the property lines.

Sec. 12.05. - Permitted Permanent Signs.

This section establishes the type, location, and size of signs allowed within residential and nonresidential zoned districts.

12.05.01. *Residential zoning districts.*

A. *Monument signs at entrances.* Residential subdivisions and residential multifamily developments may erect signs meeting the following requirements at the entrance to the subdivision or multi-tenant development:

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).
2. *Maximum sign area.* The total sign area for each entrance sign shall not exceed 32 square feet.
   a. Signs that are combined with a minimum of two architectural embellishments, such as decorative walls, artificial rock formations, waterfalls, lake/pond mounted signs, signs located on grandiose entrance roads or other similar aesthetic features may qualify for an increase of signage square footage up to 64 square feet, and increase in height up to 14 feet, as approved by the land use administrator.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and maintained by a common property association and shall be located at the entrance of the subdivision.
4. *Maximum height.* Maximum sign height shall be seven feet. See section 12.05.01.A.2.a for possible increase in height.
5. Entry features associated with monument signs at entrances to subdivisions.
   a. Accessory structures associated with subdivision entrance signs shall not exceed 28 feet in height from the grade of the road.
   b. Fences and walls associated with subdivision entrance features shall comply with section 4.01.02.C.

B. *Signs for nonresidential uses.* Except for those signs and sign-types allowed in residential and residentially zoned districts in accordance with Subsection 12.05.01.A, no additional permanent signs or sign-types shall be allowed for permitted nonresidential uses in residential or residentially zoned districts, except for the following sign-types:

1. Freestanding sign. One double-sided freestanding sign meeting the following:
   a. The total sign area shall not exceed 24 square feet.
   b. Signs shall not exceed seven feet in height.
2. Wall sign. Nonresidential uses permitted in residential districts pursuant to Table 3-2 of the LDC are allowed one wall sign per business. Such sign shall be included in the sign area calculation noted in Subsection 12.05.01.B.1. No other signs are permitted on the building, except signs to identify the number and address of the property, for 911 and emergency response systems and public safety purposes.

C. *Directional signs.* Directional signs are allowed in residential districts subject to the following requirements:

1. Signs to assist onsite traffic must be low-profile signs not to exceed three feet in height above grade and four-square feet of surface area, so that public safety personnel can easily identify addresses and to ensure proper traffic flow.
2. All such signs shall be of consistent size, font, and color.

12.05.02. *Nonresidential zoning districts.* The following regulations shall apply to signs within nonresidential zoning districts.

A. *Monument signs at entrances.*

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided

freestanding signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).

2. *Maximum sign area.* The sign shall not exceed a sign area of 32 square feet per sign.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and maintained by a common property association and shall be located at the entrance of the subdivision.
4. *Maximum height.* Maximum sign height shall be ~~seven~~ ten feet. A maximum of 12 inches cap on a column is allowed in addition to the maximum sign height.

B. *Freestanding sign.* Freestanding signs are allowed provided they are monument signs that meet the following requirements:

1. *Single use developments.*
   a. Number of signs. One freestanding sign is allowed per lot frontage facing a street.
   b. Maximum sign area. Thirty-two square feet for the first 100 feet of lot frontage, plus one square foot for each four lineal feet thereafter, to a maximum size of 96 square feet for each sign.
   c. Maximum height. Maximum sign height is ~~seven~~ ten feet.
2. *Multitenant development.* Multitenant developments such as shopping centers, mixed use developments, retail centers, and office parks shall comply with the following standards:
   a. Number of signs. The main development/center and each outparcel may have one freestanding sign per frontage on a public street. One additional freestanding sign may be allowed on parcels within a shopping center development containing a Mid-Scale Retailer or a Large-Scale Retailer and an approved Signage program.
   b. Maximum sign area. The maximum sign area permitted for freestanding signs for the main development shall be calculated based on the street frontage for the entire development site (including outparcels), using the formula noted above for single use signs. Developments that do not have outparcels or outparcels that are not part of the development order sign criteria shall calculate the maximum sign area using the formula noted above as a single use sign.
   c. Maximum height. Maximum sign height shall be ~~seven~~ ten feet.
   d. Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

C. *Wall signs.* Wall signs are allowed provided they meet the requirements of Subsection 12.04.07 (Sign Location Criteria) and the following requirements:

1. Maximum sign area. Each individual business having a separate building entrance shall be permitted one wall sign per street frontage including awning and projecting signs. If the business has a customer entrance on a separate building elevation not facing a street, an additional wall sign meeting the maximum sign area requirements may be permitted for that elevation. Signs shall be subject to the following maximum square footages:

Table 12-1: Permitted Maximum Wall Sign Area in a Nonresidential District

Business Frontage (Linear Feet)	Area (Square Feet)
25 or less	32
26—50	50

51—100	75
101—150	90
151—200	110
201 or more	150

2. *Buildings with shared space and one entrance.* A building with a common entrance for multiple tenants may share wall signage with all tenants if the owner submits a master signage plan that complies with Table 12-1. The owner may share the allocation allotted under Table 12-1 among three separate signs so long as the total square footage does not exceed Table 12-1 and meets the requirements of 12.04.07. If the allocation is used for multiple signs, all signs must be consistent with the approved signage plan. Signs must be of same style, size, font and color.

3. *Large-scale retailers.* Large-scale retailers, as defined in Chapter 14, may have one major wall sign and four minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.

4. *Mid-Scale Retailers.* Mid-Scale Retailers that are part of a shopping center will be allowed a major wall sign and 2 minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.

5. *Canopies.* No additional sign area is permitted for canopies *over* fuel operations. However, permitted wall sign area for the principal structure or building may be transferred to the canopy, as long as the canopy signage is only situated on the sides of the canopy facing a right-of-way. This does not apply to required signage pertaining to safety or hazardous situations.

6. *Window signage.*

   a. Window signage, including temporary window signs, shall not exceed 35 percent of the total glass surface area of any one building elevation.

   b. Windows facing vehicle travel lanes: Lighting or illumination(s) that flash, blink, have strobe effects, or have video, animation or full-motion graphics or similar effects are prohibited. Neon signs that are stationary or have minimal movement are permitted. Ie. Signs that state “Open”.

D. *Directory Signage:* Permanent directory signs designed to assist 911 and emergency response systems, pedestrian circulation and traffic circulation shall comply with the following requirements:

1. Sign area for each sign cannot exceed a maximum size of 24 square feet and not more than two signs per building.
2. Maximum sign area of 24 square feet applies to both freestanding and wall signs.
3. If freestanding signs are used, the sign height shall be limited to six feet.
4. All signs shall be consistent with building aesthetics.

E. *Under-canopy sign.* Each tenant within a multitenant development shall be allowed one under-canopy sign. The under-canopy sign area shall not be counted toward the maximum wall sign area allowed.

1. The sign shall be no larger than six square feet.
2. The sign shall be rigidly supported by a decorative chain or bracket and the bottom of the sign shall have minimum clearance of eight feet above the sidewalk.
3. The sign shall be designed aesthetically compatible with the principal structure.

F. *Directional signage for Emergency Services Purposes.* In addition to the other types of signs allowed on a site, directional signs designed to assist 911 and emergency response systems and traffic circulation are allowed subject to the following requirements:

1. Directional signs to assist onsite vehicular traffic flow shall be low-profile signs not to exceed three feet in height above grade and four-square feet of surface area.
2. All directional signs shall be of consistent size, font, and color.

G. *Flags.* Refer to Subsection 12.04.08.

H. *Signs facing drive-through lanes.*

~~H.~~ 1. Drive-through restaurants are allowed to display drive-through lane signs subject to the following provisions:

~~1.~~ a. Each restaurant may display up to two freestanding compatible signs per drive-through, which shall be adjacent to and oriented toward the drive-through area.

b. The sign area may be a maximum of 30 square feet in total, with a maximum height of six feet.

~~2.~~ c. If two signs are located side by side, the total sign area may be shared and increased to 45 square feet if the Land Use Administrator determines it to be preferable from a safety perspective.

d. Supporting ancillary equipment is allowed, such as speakers and order confirmation devices. These devices, when combined with a cabinet, must not exceed the maximum height requirements of the signs.

2. Drive-through facilities other than restaurants may display drive-through lane signs subject to the following provisions.
a. One sign per drive through lane

~~3.~~ b. Signs not to exceed 16 square feet.

I. *Signage program.*

1. At master site plan application, developments shall include a conceptual signage program showing consistency between architectural elements, designs, and themes for freestanding, wall, and all other signs throughout the planned development. The conceptual signage program shall contain sufficient detail to address sign pattern, style, color, and locations(s). To encourage flexibility in the overall design of the master site plan project, up to 20 percent of total wall sign allowance on the street front facade can be transferred to the freestanding sign provided the request is depicted in a signage program, the total size of the freestanding sign does not exceed 115 square feet, and is included in the development order. All other signs shall be in compliance with Chapter 12 of the LDC.

2. At site plan application, multitenant developments shall include a signage program for all freestanding, wall, and other signs throughout the development that identifies sign style and locations consistent with the architectural theme and architectural integrity of the proposed building(s). The signage program shall be compatible with other sites within a master site plan development. The signage program shall be part of the site plan development order with approved elevation plans and site plan showing the sign locations to include visual details of sign patterns, style, and landscaping. Signs shall be in compliance with Chapter 12 of the LDC.

a. Wall signs. Wall signs with similar style sign casings and/or framings or architectural designated locations and illuminations are encouraged. Wall signs may have minor adjustments in location and size due to unit resizing or unit combining, but the overall architectural integrity of the building(s) and theme of the sign plan shall be maintained.

b. Freestanding signs. Freestanding signs are to be compatible with the proposed architectural design and landscaping.

12.05.03. Digital signs

A. Permitted locations

1. Principal Arterial, Minor Arterial, and some Major Collector roadways (See 12.05.03.B.2)
2. Digital Signs are permitted in the following zoning districts:
   a. COM-1, COM-2 & COM-3 (Neighborhood, General and High Intensity Commercial)
   b. OFC-1, OFC-2 (Limited and General Office)
   c. IND-1 & IND-2 (Light and Heavy Industrial)
   d. PSP (Public/Semi Public)
   e. MPD (Master Planned Development) – Nonresidential portions of a MPD if specifically approved in the development agreement.
3. Digital signs are prohibited in all residential zoning districts.
4. Signs with digital/electronic display must be set back a minimum 150 feet from residentially zoned property.
5. Multitenant developments such as shopping centers: Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

B. Size, Height and Area

1. Signs with digital displays must meet the criteria for Nonresidential zoning district signs LDC Sec. 12.05.02,A. and 12.05.02.B. which regulates the number of signs, the maximum sign area and the maximum height.
2. The maximum size of the digital area of the sign face permitted as follows:
   a. Principal Arterial roadways (US-1, Matanzas Woods Pkwy, Palm Coast Pkwy, SR 100)
      Digital sign area may occupy up to 75% of the total sign face.
   b. Minor Arterial roadways (Belle Terre Pkwy, Belle Terre Blvd, Old Kings Road-north of SR 100)
      Digital sign area may occupy up to 50% of total sign face.
   c. Major Collector roadways (Cypress Point Pkwy, Seminole Woods Blvd, Colbert Ln, Old Kings Road-south of SR 100, Palm Harbor Pkwy, Pine Lakes Pkwy, Florida Park Drive. Digital signs prohibited on Royal Palms Pkwy, White View Pkwy, Rymfire Dr., Easthampton Blvd.)
      Digital Sign area may occupy up to 50% of the total sign face.

C. Display Duration and Transitions

1. Minimum static display time: 8 seconds.
2. The display screen area shall provide a high-resolution with pixel spacing of ten (10) millimeters or less.
3. Transitions must be instantaneous or fade in/out, dissolve. A fade in/out or dissolve transition is permitted provided the outgoing and incoming messages blend smoothly without creating the appearance of flashing or motion.
4. Other types of transitions, including scrolling, traveling or animated are prohibited.

D. Brightness and Dimming

1. Maximum brightness. The intensity of the light source for a digital sign shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.

~~1.~~2. All Digital Signs must include automatic dimming based on ambient light. The applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed 0.3 foot-candles above ambient light measured by the method and distance as provided in the International Sign Association - Night-time Brightness Level Recommended for On-Premise Electronic Message Centers.

E. Permitting and Compliance

1. A sign permit is required for all Digital Sign installations or modifications.
2. The conversion of any portion of an existing permitted sign to digital sign shall require a sign permit.
3. The digital area of a sign must be integral to the design of the sign structure.
4. Malfunction Protocol: Signs must default to a black screen or be turned off in the event of a malfunction.
5. Signed and notarized affidavit on provided form is required with permit application.

F. Prohibited Digital signs and sign features

1. Animation
2. Digital display is prohibited on Wall Signs
3. Digital display shall not be permitted on existing non-conforming signs.
4. Pedestrian carrying digital sign(s)
5. Parasite digital sign (must be integral to the sign face)
6. Prohibited features
   a. Flashing, blinking, strobe or similar effects.
   b. Video, animation, or full-motion graphics.
   ~~a.~~c. Audible components or sound.

Sec. 12.06. - Temporary Signs.

12.06.01 ***Temporary sign standards.***

A. NON-RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS

Sign type	Number of signs	Maximum sign area and height (The sign areas provided are cumulative for the number of signs allowed)	Time	Additional standards
Commercial signs	One banner sign per business	Area:~~:~~ ~~Lots less than 1 acre – 16 square feet~~ ~~1 acre to 10 acres – 32 square feet~~ ~~More than 10 acres – 48 square feet~~ Based on Business Frontage (Linear Feet) as allowed for Wall Signage in Section 12.05.02.C.1. Table 12-1 Limited to height of building.	Remove after ~~30~~ 60 consecutive days	No more than three times per year. Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Commercial signs at outdoor recreational facilities	N/A	N/A	N/A	Must be located at the active sports area and not visible from the right of way
Non-commercial signs	Four per property	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Limit 7' in height	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property hosting a Special Event	N/A	N/A	N/A	Signage regulated by permit and sign policy
Signs for parcels with active Site/building permits	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Height: 7 ft max height	Remove within 3 calendar days after issuance of a final inspection or certificate of occupancy.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines. Can divide sign allowance between 2 different signs.
Signs on property being actively marketed for sale, rent or lease	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet	Remove within 3 calendar days after sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

		Height: 7 ft.		

B. RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS

Sign Type	Number of Signs	Maximum Sign Area and Height (The sign areas provided are cumulative for the number of signs allowed)	Time	Permit Requirements and Additional standards
Non-commercial signs	Six per lot	Area: 6 sf Height: 6 ft	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs for parcels with active site/building permits	One per lot per property right of way frontage	Area: Lots less than 1 acre – 6 sf 1 acre to 10 acres – 12 sf More than 10 acres – 32 sf Height: 7 ft max	Remove within 3 calendar days after issuance of a final inspection ~~or certificate of completion~~or certificate of occupancy~~.~~	
Signs on property being actively marketed for sale, rent or lease, single family zoning.	Two visible from rights-of-way adjacent to lot; one additional sign (per property) only when the premises are available for inspection by the prospective buyer or tenant; said additional sign shall not be larger than 9 sf and may only be posted on private property with the permission of the property owner	Area: 6 sf per street frontage Height: 6 ft.	Remove within 3 calendar days of sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property being actively marketed for sale, rent or lease, multi-family zoning		Area: 24 sf Height: 7 ft		
Signs on properties with a sale on the property (not defined above)	One per street frontage	Area: 6 sf Height: 6 ft	Max. 2 times per year. Remove within 3 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

Footnote 1: However, see ULDR Sections 4.01.01 and 12.04.07.A.2 prohibiting signs in City

12.06.02. *Model home and sales offices.*

A. model home is permitted to have one on-site, ground mounted, nonilluminated, freestanding sign in accordance with the following dimensional limitations:

1. Maximum sign area of 24 square feet.
2. Maximum height of four feet.

3. Setback a minimum of two feet from the right-of-way and located outside of the sight triangle as defined in Chapter 5.

B. Model homes that front a second right-of-way are permitted to display one commercial or non-commercial flag, with a maximum sign area of 24 square feet, set back of minimum of two feet from the right-of-way and located outside the sight triangle as defined in Chapter 5.

C. During hours of operation, one "A-Frame" sign may be located on the model home site if in compliance with Section 12.06.03.

12.06.03. *A-frame signs.*

A. *Permissible zoning districts.*
   1. A-frame signs are permitted in all nonresidential zoning districts:
   2. A-frame signs may be proposed as part of a nonresidential component of a Master Planned Development (MPD) District.

B. *Criteria for A-frame signs.*
   1. *Maximum number allowed.* A business with its own separate building entrance is allowed no more than one A-frame sign.
   2. *Location.*
      a. No sign may block a business entrance and/or pedestrian or vehicular traffic. Sign placement shall not interfere with the American with Disabilities Act (ADA) requirements.
      b. The sign(s) shall not be placed in landscaped areas.
      c. The sign(s) shall be located within ten feet of the business entrance which it serves but in no event shall the sign be located beyond the width of the business frontage.
      d. No A-frame sign shall be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture.
      e. Sign(s) shall be located on the ground/sidewalk.
      f. Sign(s) shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic.
      g. Sign(s) shall be displayed outside only during business hours.
   3. *Construction and maintenance.*
      a. When the adjacent sidewalk is less than six feet in width, the overall dimensions shall not exceed two feet wide by three feet in height; when the adjacent sidewalk is six feet or greater in width, the overall dimensions shall not exceed three feet wide by four feet in height.
      b. No sign shall have moving parts, illumination, or attachments.
      c. The sign shall have no more than two sides and shall be constructed of finished all-weather materials.
      d. Sign(s) must be properly anchored (temporarily) or weighted against the wind to prevent safety hazards. (Ord. No. 2009-26, §§ 88-92, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.07. - Variances.

12.07.01. *Review criteria.* The Planning and Land Development Regulation Board may grant variances from the regulations contained in this Code, in accordance with Chapter 2, and based only upon the following criteria:

A. To permit a setback for a sign that is less than the required setback, or

B. To permit the area or height of a sign to be increased by up to 25 percent of the maximum height or area allowed.

12.07.02. *Review findings.* The Planning and Land Development Regulation Board may grant one of the above two types of variances authorized by this section only if it finds there are special

physical conditions that:

A. Are due to the exceptional narrowness, shallowness, shape, or topography of the premises on which an activity is located, and

B. Prevent the activity from earning a reasonable return as compared with other activities in the area.

12.07.03. *Scheduling of public hearing.* An application for said variance shall be scheduled for public hearing within 30 working days of the date the application is deemed complete by the City.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.08. - Appeals to Planning and Land Development Regulation Board.

12.08.01. *Procedure.*

A. Whenever it is alleged that there has been an error in an order, action, decision, determination, or requirement by the Land Use Administrator in the enforcement and application of any provision contained within this section or any other provision of this Code pertaining to sign permits (including any allegation that the Land Use Administrator has failed to act within applicable time frames), the aggrieved party may file a written appeal with the Planning and Land Development Regulation Board.

B. The written appeal shall be filed with the Planning and Development Regulation Board within 30 calendar days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the Land Use Administrator's order, action, decision, determination, requirement, or failure to act.

C. The Planning and Land Development Regulation Board shall hold a hearing within 45 calendar days following receipt of the written appeal, not counting the day of the receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the 45th day after the date of receipt.

D. The Planning and Land Development Regulation Board shall render a written decision within ten working days following the hearing.

E. If the Planning and Land Development Regulation Board does not render a decision within ten working days following the hearing, the sign permit shall be deemed denied.

F. Failure to appeal the decision regarding a sign application by the Land Use Administrator to the Planning and Land Development Regulation Board shall not be deemed a failure to exhaust administrative remedies. The applicant may choose to proceed directly to a judicial action once the sign application has been denied by the Land Use Administrator.

G. If an administrative appeal is filed by the applicant, and the Planning and Land Development Regulation Board fails to meet within the prescribed time, the appeal will be deemed denied, and the decision of the Land Use Administrator regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

H. Once a decision is appealed to the Planning and Land Development Regulation Board, the Land Use Administrator shall take no further action on the matter pending the Board's decision, except for unsafe signs that present an immediate and serious danger to the public, in which case the City may pursue any proper legal remedy available to it.

I. The Planning and Land Development Regulation Board shall comply with all applicable rules of conduct and procedures that pertain to zoning and that are not inconsistent with the provisions in this chapter.

12.08.02. *Appellate decisions deemed final, subject to review.* The appellate decisions, pursuant to Subsection 12.08.01 above, shall be deemed final, subject to judicial review by the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, filed in accordance with the

requirements of law, seeking such appropriate remedy as may be available.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.09. - Substitution of Noncommercial Speech for Commercial Speech.

Notwithstanding anything contained in this chapter or Code to the contrary, any sign erected pursuant to the provisions of this chapter or Code may, at the option of the owner, contain a noncommercial message in lieu of a commercial message and the noncommercial copy may be substituted at any time in place of the commercial copy. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another noncommercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback, and other dimensional criteria contained in this chapter and Code have been satisfied.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.10. - Content Neutrality as to Sign Message (Viewpoint).

Notwithstanding anything in this chapter or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.11. - Severability.

12.11.01. *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.02. *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 12.11, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration ofsuch unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or Code, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

12.11.03. *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in Subsection 12.11.01, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Subsection 12.03.02 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.04. *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this chapter and Code.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 13.01. - Purpose and Applicability.

13.01.01. *Purpose.* The purpose of this chapter is to create and maintain a positive community image and identity by requiring architectural treatments that enhance the visual appearance and character of the City.

13.01.02. *Intent.* This chapter is intended to supplement City development regulations with specific design requirements that result in quality architecture, which emphasize pedestrian scale and recognize local character.

13.01.03. *Applicability.* The provisions of this chapter apply to new development and construction, redevelopment and alterations to existing buildings in the City. In addition, stricter requirements are provided for the Gateway Overlay Zone and the Palm Coast Parkway Overlay Zone, as set forth in Chapters 3 and 4.

A. Mobile homes that bear a Department of Housing and Urban Development seal are not subject to the architectural design regulations contained in this chapter.

B. Manufactured dwellings and mobile homes that bear a Florida Department of Community Affairs seal shall meet the design regulations as residential uses.

Sec. 13.02. - General Requirements.

The following architectural design requirements shall apply to all new development and construction, redevelopment, and alterations to existing structures within the City. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design criteria.

13.02.01. *Architectural styles.* The City has identified several recognized architectural styles for the design of buildings within the City. One of the following styles shall be used in the design of a nonresidential building. Applicable styles include Spanish Mission, Mediterranean, Italianate, Colonial, Neoclassical, Greek Revival, Modern, Craftsman, and Florida Vernacular.

13.02.02. *Green building.* Green building principles related to energy efficiency, resource protection, and environmental protection (e.g. reusable building materials, light colored roof materials, living roofs to treat stormwater, etc.) set forth by agencies such as, but not limited to, the United States Green Building Council and similar agencies are encouraged.

13.02.03. *Coastal building visual relief.* Non-residential b~~B~~uildings within 300 feet of the Intracoastal Waterway shoreline shall be oriented to provide one foot of unobstructed view from the right of way to the waterfront for each three feet of view obstructed by the building.

13.02.04. *Garages.* Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure.

13.02.05. *Accessory structures.* The roof, exterior walls, and exterior colors of accessory structures, excluding prefabricated sheds, shall be compatible with the design of the principal structure. Accessory structures must meet the requirements as set forth in Chapters 3 and 4.

13.02.06. *Exterior colors*. Colors of walls, roofing, and accents such as trim and doors, shall be coordinated to achieve a visually and aesthetically positive effect consistent with sound and generally accepted land development principles and practices. While varieties of natural and painted colors are permitted, certain color principles shall be followed. The range of roofing materials and colors allowed for residential and nonresidential uses shall be as described in this section.

A. Exceptions.

1. The exterior colors of all residential, multi-family and nonresidential buildings shall be regulated according to this section with the exception of properties zoned MPD which are exempt from Subsection 13.02.06.B.1.

2. Unpainted natural stone, brick, roof material or natural appearing substitutes are excluded from exterior color requirements.

3. Garage doors that are not painted but are a varnished or stained natural wood with natural wood colors and visible wood grain, or other garage door materials similar in appearance and color of natural wood garage doors with wood-like texturing and visible wood grain surfacing, are excluded from Subsection 13.02.06.B.1.

4. Front entry doors are excluded from the exterior color requirements Section 13.02.06 except for Subsection B.3., prohibited colors.

B. Measurement of color. Multi-family and nonresidential building walls or garage door colors, excluding accent colors shall be determined using the Light Reflectance Value (LRV) index or an equivalent methodology.

1. Wall or garage door colors.

a. Light pastel colors and white. Acceptable light pastel colors and white shall have LRV of 80 or greater.

b. Earth tones. Earth tones include shades of brown, brown-taupe or sandy-taupe, beige, terra cotta, olive, sage and gray. Acceptable earth tone shades shall have a LRV of 25 or greater.

c. Garage doors shall be pastel or earth tone colors. However, earth tones colors may have a LRV less than 80, and may include black.

2. Accent colors for residential, muti-family and nonresidential.

a. Accent colors are all colors except prohibited colors as stated in Subsection B.3. of this section.

b. Accent colors shall only be applied to architectural elements except garage doors. Architectural elements may include but are not limited to, doors, shutters, keystones, quoins, awnings, window trims, door frames, window sills, cornices, and banding.

c. Accent colors shall not exceed 20 percent of any one elevation.

3. Prohibited colors.

a. Fluorescent colors shall be prohibited on all exterior surfaces. Neon lighting is not included within the term "fluorescent."

b. Residential and multi-family are prohibited from using any shade of purple, fuchsia, magenta, and orange that does not meet the pastel requirements of Subsection 13.02.06.B.1a.

4. Colors without a LRV. If the LRV of a color sample is not available, the Land Use Administrator shall compare the color sample to a color chip with a known LRV and determine whether the sample is lighter, darker, or equivalent LRV.

C. Building color combination.

1. Wall color combinations.

a. For residential buildings, one color shall be selected for the main surface of the building, and a compatible second wall color may be used for recessed front entryway walls.

b. Multi-family and non-residential buildings may vary wall color vertically between building masses, horizontally between stories, or a combination thereof, but no more than three colors can be used per building.

2. Accent color combinations. Accent colors should offer some contrast, and can therefore be darker, lighter, brighter, or richer than wall colors. However, the main consideration in choosing accent colors shall be compatibility with the wall color. Two accent colors shall be allowed per building. Accent colors shall complement the building's wall color.

D. Roof color. Roof color shall be compatible with the selected wall color. Roofs may be in the color of natural roofing materials (such as slate or clay) or may be finished in shades of gray, galvanized silver, copper, brown, green, red, black, blue, or white, except that a roof made of copper may be left in its natural color. Lighter colored roof materials, such as white or allowable galvanized metal, are strongly recommended for energy efficiency purposes.

E. Faux building features. It is prohibited to paint faux features or elements of a structure such as, but not limited to, windows, doors, shutters, or flower boxes.

F. Repainting.

a. When repairs are being made to the building's exterior wall surface, the wall may either be repainted in the same color or the building shall be painted in compliance with the LDC.

b. When repainting any portion of the building's exterior, the building shall either be painted in the same color or the building shall be painted in compliance with the LDC.

13.02.07. *Exterior material/finishes.*

A. *Exterior walls.* Exterior wall finish materials shall include stucco, stone, natural brick, finished concrete, split-faced block, wood, or other material including, but not limited to, synthetic materials similar in appearance and durability to those previously named. Finishes of exposed concrete block or corrugated metal are prohibited except metal may be allowed only in industrial zoning if it is not visible from the right of way and adjacent properties as determined by Land Use Administrator, and at minimum the building is set back 200 ft from the right of way.

B. *Roofs.* Roof material visible from the ground shall consist of concrete, slate, or clay tiles, asphalt fiberglass shingles, composite shingles, or metal standing seam, classic rib metal, Photovoltaic roofing materials. Residential uses may also have cedar shake wood. Screen room roofs shall have the same material and color as the primary structure or may use 3" insulated composite roofing. Pan roofing and corrugated plastic roofing materials are prohibited. To allow for the introduction of new roofing materials of similar quality and appearance, the Land Use Administrator may maintain a supplementary list of acceptable roofing materials.

(Ord. No. 2013-9, § 2, 11-19-13)

Sec. 13.03. - Single-Family and Duplex Residential Architectural Requirements.

This section shall apply to all single-family and duplex residential dwelling units.

13.03.01. *Architectural styles.*

A. Duplex residential dwelling units shall have the same architectural style, materials, and colors for both sides. Duplex residential dwelling units do not have to be symmetrical.

B. Within residential developments, an identical house can only repeat every four lots when fronting the same right-of-way including both sides of the street. However, two nonidentical houses of the same style may be built adjacent to each other. To be considered nonidentical, the two houses should be distinguishable in ways such as reverse orientation plans, tile and shingle roof, articulation changes (different articulations, use banding on one and shutters on the other, etc.), Façade design change which is a structural change. (Different massing, change window location, change entranceway design, change roof line design etc.), or architectural equivalent.

13.03.02. *Roofs.* Roofs that are visible from the public right-of-way shall be of shed, hip, gambrel, mansard, or gable styles. Roof height, bulk, and mass must appear structural even when the design is nonstructural. The following requirements shall apply:

A. *Pitched roofs.*

1. All single-family and duplex buildings shall have a pitched roof covering a minimum of 65 percent of the overall floor area under the roof.

2. Pitched roofs shall have a minimum slope of 5:12 (5~~five~~ inches vertical rise for every 12 inches horizontal run) and shall have an overhang beyond the building wall; however, the overhang shall not encroach into an easement.

3. Flat roofed areas including, but not limited to, porches are permissible in the remaining 35 percent of floor area under roof.

B. *Flat roofs.*

1. Porches or screen rooms may have flat roofs where allowed. Screen rooms are only permitted at the rear of the home.

2. Flat roofs shall be reviewed by the Land Use Administrator for architectural and aesthetic design and impact on the surrounding area.

3. Flat roofs shall be located at the rear of the building out of view from the public right-of-way. On saltwater canals, flat roofs must match the roof of the primary structure (color and material) unless they are located between a screen enclosure and the residence. Matching shingles or modified bitumen rolled roofing with granules that resemble shingles are permissible.

13.03.03. *Facade design.*

A. *Massing requirement.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

B. *Articulation.* Facade articulation is required to add interest to a building. The following features shall be acceptable techniques of exterior articulation:

1. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; balconies; brackets; shutters; keystones; dormers; louvers as part of the exterior wall construction.

2. Quoins and banding shall wrap around the corners of the structure for at least two feet.

3. Banding placed around the windows and doors visible from the right-of-way, golf course, canals, lakes, or other similar highly visible areas. Window shutters may substitute for banding.

4. Horizontal banding continuing the length of the wall that faces a street, golf course, saltwater canal, or other similar highly visible areas.

C. *Fenestration.*

1. Windowless exterior walls, excluding garage doors, that face a public right-of-way, golf course, canals, lakes, or other similar highly visible areas are prohibited.

2. All single-family residences shall have only one entry door on the designated primary front façade and all single families shall have only one primary front façade. ~~Reserved~~.

3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition.~~Windows shall be in harmony with and proportionate to the rest of the structure.~~

4. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater.

D. *Shutters.* Shutters function as an accent to windows as well as weather protection.

1. *Accent shutters.* Accent shutters are designed as a visual detail for windows.

a. Accent shutters shall be a contrasting color to the wall color.

b. Shutters shall match the height of the window.

c. Acceptable types of accent shutters include traditional horizontal slat or panel type shutters. Professional scoring or etching of a stucco wall to give the appearance of shutters is also acceptable.

2. *Weather protection shutters.* Professionally installed Bahaman, Accordion, ~~and~~ Roll-Down, Clear Guard Panels, and Armor Screen Hurricane Protection ~~Down~~ shutters and similar approved products subject to Land Use Administrator~~, as well as clear guard panels~~, used as weather protection shall maintain the architectural character when residences are boarded up. Plywood shall not be considered a weather shutter except for 168 hours (7 Days) before storm force winds are predicted to reach Palm Coast and 168 hours (7 Days) after a storm force wind are predicted to pass Palm Coast. Duct tape shall not be an acceptable method of shutter fastening. Storm shutters can be used one month prior to the hurricane season through one month after the hurricane season.

E. *Awnings.* If used, awnings shall complement the architectural style and colors of the residence. Awnings may be placed above windows and doors. Placing any awning on residential garage doors is prohibited. Permitted awnings shall be constructed from canvas, matte finish vinyl, copper, wood, or a material that the Land Use Administrator deems appropriate with regard to the architectural style.

1. *Prohibited materials.* Plastic, shiny vinyl, Plexiglas, corrugated metal, or materials resembling plastic are prohibited.

2. *Illumination.* Backlit awnings shall be prohibited.

13.03.04. *Mechanical equipment.* Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, back flow preventers, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance with City regulations.

13.03.05. *Manufactured dwellings and mobile homes bearing a Florida Department of Community Affairs Seal.* Manufactured dwellings and mobile homes that bear a Florida Department of Community

Affairs Seal shall comply with the regulations for single-family residential and duplex architectural design. In addition, they shall meet the following:

A. A continuous perimeter stemwall foundation or monolithic foundation floor slab system that meets all criteria of the Florida Standard Building Code, shall be provided. Exterior walls of these dwellings shall bear directly on the foundation. Isolated elevated pier foundations are prohibited. Interior load-bearing foundations and/or walls shall be continuous.

B. The electrical service entrance shall be located on the dwelling.

C. The exterior face of all stemwall foundations and/or monolithic design shall be architecturally finished with Portland cement stucco, brick, stone, siding materials, or other durable material approved by the Land Use Administrator.

D. The main entranceway shall be covered with a roof structure. The roof structure shall be consistent with the roof structure of the principal dwelling and shall cover, at a minimum, the required exterior landing at the door. The entry roof structure may be an extension of the main roof system or a separate roof system that matches the main roof slope, materials, and architectural style. If separate, the roof structure shall be consistent with the principal dwelling.

(Ord. No. 2009-26, §§ 93—96, 12-15-09)

Sec. 13.04. – Multifamily and Nonresidential[1] Architectural Requirements.

1. Industrial uses are located in section 13.05.

The requirements contained in this section apply to all multifamily and nonresidential development excluding Industrial.

13.04.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.04.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Multifamily and nonresidential developments shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

a. Balconies.

b. Building wall offsets.

c. Colonnades.

d. Cupolas.

e. Towers.

f. Pavilions.

g. Arcades.

h. Porticos.

i. Projections and recessed sections.

j. Clock or bell towers.

k. Variations in the height of the roof line.

l. Verandas.

m. Overhangs.

3. *Multifamily buildings.* Large multifamily and townhome building volumes shall be broken into smaller parts to avoid a massive appearance and to allow for ventilation and vistas. In addition to the massing requirement noted above, facades of multifamily developments shall not extend for more than 100 horizontal feet without a major volume shift or a substantial break in volume.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:

a. Base course or plinth course.

b. Portals.

c. Windows.

d. Transoms.

e. Show cases.

f. Bay windows and oriels.

g. Lintels.

h. String courses and moldings.

i. Fascia.

j. Cornice.

k. Piers.

l. Arches.

m. Bays.

n. Balconies.

o. Brackets.

p. Wings.

q. Porches.

r. Stoops.

s. Corbel

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.

2. For multistory commercial uses, at minimum 50 percent of the wall facade on the first floor story shall have windows. ~~The windows shall be placed between three feet and seven feet from the ground.~~

3. For office and multifamily uses, at minimum 15 percent of the wall façade per story shall have windows.

4. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition ~~Windows shall be in harmony with and proportionate to the rest of the structure.~~

5. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is encouraged, but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

6. Uses such as movie theaters, bowling alleys, skating rinks, industrial facilities, warehouses, and similar uses are exempt from the fenestration requirements. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.04.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 5:12 (5" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

2. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers and similar elements. Enhancements shall be consistent with the main elements of the building.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20~~15~~ percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings), but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas stations, drive-through restaurants, and banks are exempt from the pitched roof requirements.

13.04.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement, but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.04.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.04.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.04.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties both at ground and rooftop levels by walls made of masonry, brick, or durable man-made materials.

2. Utility boxes must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped.

3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

4. Shopping cart storage shall be located inside the building. Cart corrals used by patrons shall be screened by a solid landscaping hedge or wall consistent with the building architecture and materials.

13.05 Industrial

The requirements contained in this section apply to only Industrial zoning districts

13.05.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.05.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Industrial buildings shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

a. Balconies.

b. Building wall offsets.

c. Colonnades.

d. Cupolas.

e. Towers.

f. Pavilions.

g. Arcades.

h. Porticos.

i. Projections and recessed sections.

j. Clock or bell towers.

k. Variations in the height of the roof line.

l. Verandas.

m. Overhangs.

3. Uses such as industrial facilities, warehouses, and similar uses are exempt from the massing techniques if the building is not visible from the right of way as determined by the land use administrator.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:

a. Base course or plinth course.

b. Portals.

c. Windows.

d. Transoms.

e. Show cases.

f. Bay windows and oriels.

g. Lintels.

h. String courses and moldings.

i. Fascia.

j. Cornice.

k. Piers.

l. Arches.

m. Bays.

n. Balconies.

o. Brackets.

p. Wings.

q. Porches.

r. Stoops.

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.

2. For multistory industrial uses, at minimum 15 percent of the wall facade on the first floor story shall have windows.

3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition

4. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is

encouraged but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

5. Uses such as industrial facilities, warehouses, and similar uses are exempt from the fenestration if the building is not visible from the right of way as determined by the land use administrator. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.05.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 2:12 (2" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20 percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings) but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas station are exempt from the pitched roof requirements.

13.05.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.05.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.05.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.05.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties at ground level by walls made of masonry, brick, or durable man-made materials.

2. Utility boxes and all ground mounted mechanical equipment must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped if in view of principal street.

3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

Sec. 14.01. - Rules for Construction of Language.

Except as otherwise provided herein all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "lot" includes "plot", "tract" or "parcel." The word "building" includes "structure." The word "shall" is always mandatory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied." The word "City" shall mean the "City of Palm Coast." The word "Staff" shall mean "City of Palm Coast Staff." The words "Comp Plan" shall mean the "City of Palm Coast Comprehensive Plan." The word "Code" or "LDC" shall mean the "City of Palm Coast Land Development Code." Any key word within the LDC for which a definition is not been provided shall have the same definition as provided in the Comp Plan or Florida Statutes (FS) Definition Index.

Sec. 14.02. - Glossary.

Abutting: Any property that is immediately contiguous or immediately across any road or public rights-of-way from the subject property.

Accent color: Refers to the color application to any building accents such as shutters, doors, and awnings.

Accent plant: A shrub required for certain landscape buffer applications that have a minimum height of 12 inches at time of installation.

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Accessory use or *accessory structure:* A use or structure on the same lot with, and of nature customarily incidental and subordinate to, the principal use or structure.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

Acre: 43,560 square feet; a measurement of area.

Adult daycare center: See *Daycare center/adult.*

Adult entertainment and sexually-oriented businesses: An adult performance establishment, adult bookstore/adult video store, adult motel, or adult theater as those terms are defined in Chapter 16, Article III in the City of Palm Coast Code of Ordinances, which is operated for commercial or pecuniary gain. An establishment with an adult entertainment license shall be presumed to be an adult entertainment establishment and sexually-oriented business.

Adult family-care home: See *Family-care home/adult.*

Affordable multifamily unit: A multifamily unit that is available for rent or purchase by a household earning 100 percent or less of the county's median income, adjusted for family size, for no more than 30 percent of the household's annual income.

Aggregate sign area: See *Sign area, aggregate.*

Agriculture: The production, keeping, or maintenance of plants and/or animals useful to humans whether for sale, lease, or personal use. The term includes farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce, provided the operation of any such accessory uses shall be secondary to that of normal agricultural activities.

Aisle, drive: The traveled path through a parking facility between one or two rows of parked vehicles.

Alcoholic beverage: All beverages containing more than one percent of alcohol by weight and shall include intoxication beverages as defined herein. "Intoxication beverages" shall mean all liquors, wines, and beers containing more than three and two-tenths percent of alcohol by weight. In all prosecutions for violations of this LDC the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an alcoholic beverage.

Alteration/altered: These terms shall include any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features.

Alteration of a watercourse: A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Alternative landscape betterment plan: A replacement landscape plan proposed by the developer of a unique or difficult site that provides additional landscape features not already required and a better public benefit, project screening, and aesthetic appeal than a standard landscaping plan.

Ancillary: A use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.

Animal feedlot: A lot, building, or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate or where the concentration of animals is such that cannot maintain a vegetative cover.

Antenna: Any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to, telephonic, radio, or television communications. Types of elements include, but are not limited to, omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM & TV), yagi or parabolic (dish) antennas.

Antenna array: A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element: Any antenna or antenna array.

Appeal: Relating to flood damage protection, means a request for review of the Floodplain Administrator's interpretation of any provision of Section 10.02.

Applicant: An owner of real property or authorized agent including, but not limited to, developers, an authorized developer of real property, or an apparently authorized person, contractor, or other legal entity including, but not limited to, agents, employees, independent contractors, or others in privity with any of the above.

Application: A written request on a form provided by the City for a specific use.

Aquifer: A saturated geologic formation that will yield a sufficient quantity of water to serve as a private and public water supply.

Arcade amusement center: A place of business having at least 50 coin-operated amusement games or machines on premises that are operated for the entertainment of the general public and tourists as a bona fide amusement facility. (For definition of "adult arcade amusement center," see *Adult arcade amusement center.*)

Arch: A structure, especially one of masonry, forming a curved, pointed, or flat upper edge of an open space and supporting the weight above it, as in a bridge or doorway.

Arterial road: A route providing service that is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road.

Articulate: To give visible or concrete expression to the composition of structural elements.

ASCE 24: A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Assisted living facility: Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Available capacity: The amount of a concurrency public facility available for use by the demand from new development after evaluating existing conditions and committed capacity. The term "available capacity" also means the amount of residual potential of a concurrency public facility available to hold, store, or accommodate the demands upon the facility without such concurrency public facility falling below the level of service standards established in the Comprehensive Plan as it may be amended from time-to-time.

Aviary: A place for the keeping of birds for the purpose of racing, exhibiting, or selling.

Avoidance and minimization: The applicant must consider practicable design modifications, which would reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of not implementing the system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification, which is not technically capable of being done, is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a system cannot cause a net adverse impact on wetland functions and other surface water functions not offset by mitigation and in accordance with the requirements established by state law.

Awning: A cloth or other covering extending in front of a window or doorway, or over a deck that provides protection from the sun or rain.

Balcony: A platform that projects from the wall of a building and is surrounded by a railing, balustrade, or parapet.

Balustrade: A balustrade is a row of repeating balusters—small posts that support the upper rail of a railing. Staircases and porches often have balustrades.

Banding: A horizontal decorative feature of a wall, such as a flat frieze or fascia, usually with a projecting molding at upper and lower edges. The flat portion between the moldings may be ornately decorated or flat and unadorned.

Banner: See *Sign, banner.*

Base course: The first or lower course of a foundation wall and made of large stones or a mass of concrete; also called foundation course.

Base flood: A flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation: The elevation of flood having a one-percent chance of being equaled or exceeded in any given year, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map.

Basement: That portion of a building having its floor subgrade (below ground level) on all sides.

Bay: A division of a wall, roof, or other part of a building marked off by vertical elements, such as columns or pilasters. When related to parking, a parking facility unit that has two rows of parking stalls and a central aisle.

Bay window: A window projecting outward from the wall and forming a bay or an alcove within.

Bed and breakfast inn: A bed and breakfast inn is a family home structure, with no more than 15 sleeping rooms, that has been modified to serve as a transient public lodging establishment. Such use provides the accommodation and meal services generally offered by a bed and breakfast inn and is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry.

Belvedere: A roofed structure, especially a small pavilion or tower on top of a building, situated to command a wide view.

Berm: A bank or mound of earth usually placed against a foundation wall.

Best management practice (or "BMP")(does not apply to Chapter 9): A practice, activity, procedure, technique, program, methodology, or any combination thereof that, through experience and research, has proven to reliably lead to a desired result. A commitment to using the best management practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success.

Best management practices (applies only to Chapter 9): Schedules of activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering or discharging from the City stormwater system.

Boarding home: A building or part thereof, other than a hotel, motel, or restaurant, where meals and/or lodging are provided for compensation for three or more unrelated persons where no cooking or dining facilities are provided in individual rooms.

Bona fide: Genuine or authentic; being actually and exactly what is claimed.

Bona fide agricultural uses: Good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:

(1) The productivity of land in its present use;

(2) The relationship of the property to the Comp Plan;

(3) The classification placed upon such lands by the Property Appraiser pursuant to F.S. § 193.461 , and

(4) The current zoning classification of such lands.

Bottle club: A commercial establishment licensed by the state operated for a profit, whether or not a profit is actually made, where patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. Non-alcoholic mixers or so-called "set-ups" may be provided by the club. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held; bona fide restaurants licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation whose primary business is the service of full course meals; or hotels and motels licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation; or a social, fraternal or civic association or organization which only occasionally or intermittently provides facilities for on-premises consumption of alcoholic beverages by its members and their guests and is not registered to sell alcoholic beverages. This definition also does not include the private clubs listed in F.S. § 561.20 (7)(a).

Bracket: A decorative or weight-bearing structural unit, two sides of which form a right angle with one arm flush against a wall and other flush beneath a projecting surface, such as eaves or a bay window.

Breakpoint technology: The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole. This is so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Breezeway: A roofed passageway, open-sided, the design and construction of which is in keeping with that of the main building and which provides direct access between a main and attached accessory building.

Buffer: Open spaces, landscaped areas, fences, walls, berms, land that is vegetated with native species and left undeveloped, or any combination thereof used to physically separate or screen one use or property from another so as to visually shield or block noise, lights, or other nuisances and/or reduce the shock of impact.

Buffer, landscape: The area of a site that commences at the property line or where plantable area begins and extends for the width of the required buffer, no matter how far into the site it goes.

Buffer, wetland: Upland area adjacent to or surrounding a wetland that is vegetated with native species and left undeveloped to provide protection from potential adverse secondary impacts associated with future development. The buffer area is not part of the jurisdictional wetland and as such shall not be calculated as part of the wetland acreage for the determination of wetland impacts.

Buildable area: Portion of a building site remaining after deducting all required setbacks and meeting any requirements regarding maximum impervious surface.

Buildable land: Land recognized as being above the 100-year flood level with soil conditions that can properly support structures, not including critical wetlands, such as lakes, streams, swamps, and marshes.

Builder: Any person, firm, association, partnership, corporation, realtor, or corporation who constructs model homes and other residential dwellings for sale to the public.

Building: Any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Building envelope: The space in which a structure is permitted to be built on a lot; it is defined by the minimum yard setbacks.

Building height: See *Height of building*.

Building line: See *Setback line*.

Building permit: Written permission issued by the proper municipal authority for the construction, repair, alteration, or addition to a structure.

Building, principal: A building or buildings in which is conducted the principal use of the lot on which said building is situated.

Building site: See *Site, building.*

Bulkhead: A structure built between a waterbody on one side and land on the other side.

Business office: Facility consisting of desks, computers, files, phone banks, coping machines, or other equipment usually associated with and utilized in a business office.

Business transaction: A business transaction is a transaction between the seller and a potential purchaser other than the signing of a contract of purchase, selection of a lot or house plan, selection of paint colors, selection of cabinets, fixtures, and appliances, and other similar actions by a purchaser in deciding on the purchase of a home.

Bypass lane: See *Lane, bypass*.

Caliper: The trunk diameter for new trees up to, and including, four inches in diameter as measured at six inches above grade. All new trees over four inches in caliper will be measured 12 inches above grade. The diameter of all existing trees shall be measured at 4½ feet above grade (diameter at breast height (DBH)).

Canopy: With reference to structures, a roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a freestanding or projecting cover above an outdoor service area, such as at a gasoline service area. With reference to buffer yards, a landscape element that functions as an overhead or "ceiling" used in single or multiple plantings to create shade.

Caretaker's dwelling: An accessory dwelling that houses a caretaker, manager, or security agent employed on the building site due to the need for 24-hour care and security of plants, animals, equipment, or other conditions of the site.

Carport: A roofed structure not more than 75 percent enclosed by walls used to provide shelter for one or more vehicles.

Cemetery: Land used or intended to be used for the burial of the animal or human dead and dedicated for cemetery purposes, including crematories, mausoleums, and mortuaries if operated in connection with and within the boundaries of such cemetery.

Certificate of completion: A written document required prior to occupancy, issued for a use upon a developer's compliance with the provisions of this LDC and any applicable development agreement.

Certificate of concurrency: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof that is valid for so long as the underlying development order on the parcel is valid. It is to state that all concurrency review requirements, as provided herein, are satisfied as to said development and that specified quantities of concurrency public facilities are reserved. The issuance of a certificate of concurrency shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of concurrency shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of exemption: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof, stating that said development is exempt from the concurrency requirements identified in Chapter 7. The issuance of a certificate of exemption shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of exemption shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of occupancy: An official certificate issued by the City under the authority of ordinance or law authorizing the occupancy of a building for its intended use. The certificate of occupancy shall not be issued until a certificate of completion has been issued.

Change in use: See *Use, change in*.

Child daycare center: See *Daycare center/child.*

Child family daycare home: See *Family daycare home/child.*

City Council: The City Council of the City of Palm Coast.

City Manager: Either the City Manager or such staff person designated to act by the City Manager in order to respect the rules of the City Manager under the City Charter.

City Stormwater system (or "MS4"): A conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs,

gutters, ditches, manmade channels, storm drains, treatment ponds and other structural BMPs), owned or operated by a city that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW), as defined by 40 Code of the Federal Register 403.3.

Clinic: A place used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club civic: An establishment operated by a corporation or association of persons for community, social, fraternal, or recreational purposes and not operated or maintained for profit.

Coastal high hazard area: Relating to flood damage protection, this term means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Collector road: A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

Colonnade: A series of columns placed at regular intervals.

Colors:

a) *Fuchsia:* A dark purplish-red color, a red with a tint of purple or hot bright pink.

b) *Magenta:* A dark purplish-red color.

~~c) *Olive green:* Varies from a medium yellowish green similar to the color of green olives to a dark brownish green to the grayish olive drab associated with military-issue clothing.~~ c) *Orange:* Color combinations using yellows and reds, lacking visible brownish shades.

d) *Purple:* Color combinations using reds and blues to include colors known as violet.

~~f) *Sage:* Grey-green color.~~

~~g) *Taupe:* A dark grayish brown or brownish gray.~~

~~h) *Terra cotta:* A brownish orange.~~

Column: A column is an upright pillar or post. Columns may support a roof or a beam, or they may be purely decorative. The base is the lower portion of a column. The capital is the upper portion of a column. The entablature is the area that the column supports.

Commencement of construction: See *Construction, commencement of.*

Common area: Area under common ownership of a subdivision (e.g. recreation area, medians), site plan, condominium, or similar development excluding rights-of-way.

Communication conduit: Any pipe which is installed in a road right of way or easement with the intent of carrying wire and cable to be used for communication technology.

Community residential home: Per F.S. ch. 419 , a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services, or a dwelling unit licensed by the Agency for Health Care Administration. Such dwelling unit provides a living environment for up to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

Compatibility: The characteristics of different uses or activities, which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include: height, scale, mass, and bulk of structures, pedestrian or vehicular traffic, circulation, access, and parking impacts, landscaping, lighting, noise, odor, architecture, and public hazards. Compatibility does not mean "the same as." Rather, compatibility refers to the sensitivity of development proposals in maintaining the character of existing development.

Compensatory storage (floodplain): An artificially excavated hydraulically equivalent volume of storage used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain.

Completeness review: The review of an application in order to determine if all material is present for the specific application type.

Compliance review: The review of an application in order to determine compliance with all federal, state, and local regulations.

Comprehensive plan: A plan designed and adopted to guide development in the City of Palm Coast as required by F.S. ch. 163 .

Concurrency baseline statement: A documented status report as to available capacity relating to concurrency public facilities as a result of the commitment, entitlement, or utilization of concurrency public facilities.

Concurrency management monitoring system: The data collection, processing, and analysis performed by the City to determine available capacity for concurrency public facilities and services and to track certificates of concurrency. Data utilized shall be the most current reliable information available to the City as determined by the Land Use Administrator.

Concurrency management system (CMS): The procedures and processes that the City utilizes to ensure that no development order or permit is issued by the City unless the necessary concurrency public facilities are available or are assured to be available consistent with the Comprehensive Plan and comply with State law in order to meet the impacts of development. As part of the CMS, the City shall operate and maintain a concurrency management monitoring system.

Concurrency public facilities: All arterial and collector roads; stormwater management; potable water treatment plants; sanitary sewer treatment plants, solid waste processing facilities, transfer stations and landfills; urban community parks including land and facilities; and mass transit buses. Such concurrency public facilities may be owned or operated by local, state or federal governments, independent districts and/or private organizations.

Concurrency review: The process utilized by the City to determine if concurrency public facilities and services are adequate to accommodate the impacts of new development at or above the levels of service standards adopted in the Comprehensive Plan.

Conditionally exempt small quantity generator: A conditionally exempt small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 261, is a facility or business which, in a calendar month, generates no more than 100 kilograms (220 pounds or 25 gallons) of hazardous waste or less than one kilogram of an acute hazardous waste. Additionally, the generator shall not accumulate more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste at any time.

Connectedness (of a wetland): The degree to which a wetland borders terrestrial, aquatic, or other wetland systems. The greater the extent to which this bordering occurs (in numbers or linear distance), the greater the connectedness.

Conservation: Preserving from loss, waste, or harm. The official preservation of natural resources such as topsoil, forests, and waterways.

Construction (does not apply to Chapter 9): Any activity including erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting, and landscaping.

Construction activities (applies only to Chapter 9): The creation, alteration or abandonment of any project, including placement of fill, land clearing, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.

Construction, commencement of: Construction activity beyond the mere clearing of land that has occurred on a parcel of real property and the construction of the infrastructure required to support an approved development plan has begun in good faith in accordance with all necessary permits and with bona fide intention to complete the construction of such infrastructure.

Construction, new: Relating to flood damage protection and the flood resistant requirements of the Florida Building Code, this term means any structure for which the "start of construction" commenced after February 5, 1986, or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard. The term also includes any subsequent improvements to such structure.

Construction, start of: Relating to flood damage protection, this term means the date the building permit was issued for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building including, but not limited to, a manufactured home and mobile home on a site such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home or mobile home on a foundation. Permanent construction does not include land preparation such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units and are not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Containment: Physical systems or operational practices used to prevent the release of hazardous substances to the environment.

Containment, secondary: A physical structure such as curbing, trays, double-walled tanks, spill pallets, or other structural controls used to prevent the release of a spill of regulated substances to the environment.

Contamination: The presence of hazardous substances in surface water, groundwater, soil, sediment, or upon the land in quantities that exceed applicable cleanup, target levels established in the Florida Administrative Code (FAC) or other applicable regulations as amended from time to time.

Continuing care retirement community: An integrated residential development designed to let senior adults age in place by providing independent living units, and including either an assisted living facility where assistance with personal care is provided, or a nursing home providing long-term skilled nursing.

Continuous transit: The nonstop movement of a vehicle except for stops required by traffic laws.

Contractor: Any person, firm, association, partnership, realtor, or corporation engaged in the business of accepting orders or contracts.

Convenience store with fueling stations: A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

Copy area: See *Sign area.*

Cornice: The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

Critical facilities: Any facility that, if flooded or impacted by a natural disaster, would result in severe consequences to public health and safety. Critical facilities include, but are not limited to, hospitals, nursing homes, police stations, fire stations, emergency operation centers, chemical or hazardous materials storage facilities, and utility facilities. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the Florida Building Code, Building.

Cross connection: Any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, wastewater, drain, conduit, pool, storage reservoir, plumbing fixture, or any other device, facility, or system which contains or may contain contaminated water, sewage, waste material, or other material or substance of unknown or potentially unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper-connections, changeable devices, or other devices through which, or because of which, backflow could occur are deemed to constitute cross connections.

Cross section: A profile of the ground surface perpendicular to the centerline of a street, stream, or valley bottom.

Cultural resources: Any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant: A cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places.

Cultural resources, protection of: Measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant: An archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Cupola: A dome-shaped ornamental structure placed on the top of a larger roof or dome. In some cases, the entire main roof of a tower or spire can be a cupola. More frequently, however, the cupola is a smaller structure which sets on top of the main roof.

Curb: A raised edge on the side of a street or pavement surface.

Data Center: A facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.(Per Florida Statutes 373.203(3))

Daycare center/adult: Any building, buildings, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage, and who require such services.

Daycare center/child: Any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.

De minimis activity establishment: An establishment operated by an organization exempt from federal taxation under Section 501(c) of the Internal Revenue Code and with five or fewer electronic or mechanical devices that are used to conduct a drawing by chance, sweepstakes, or game promotion utilizing those electronic or mechanical devices.

Dead tree: Means a tree that is dead or damaged beyond repair or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs, or branches exists to sustain life) and has been determined to be such by the Land Use Administrator.

Demand for concurrency public facilities: The quantitative measure of the amount of concurrency public facility or other public facilities that is necessary to support a specific increment of development.

De minimis: A minor deviation from the required standards or a small degree of relief from requirements as set forth in the LDC in which it is not necessary to acquire a quasi-judicial decision.

Density: The number of dwelling units per gross acre of buildable land, which includes all streets, public right-of-ways, easements, open space, and onsite recreational facilities.

Derelict vessel: A vessel left upon any public waters or docked at private property in a wrecked, junked, or substantially dismantled condition.

Design flood: The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Designee: A person(s) duly authorized to act on the behalf of another.

Detailed methods: Relating to flood damage protection, this term means a method of determining a base flood elevation with a site-specific engineering analysis as described in FEMA publication "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base (100-Year) Flood Elevations," also known as FEMA publication 265.

Developer: That person improving a parcel of land within the City and, who may or may not be the owner of the property.

Development: Relating to flood damage protection, this term means any man-made change to improved or unimproved real estate including, but not limited to, buildings or other structures, tanks, mining, dredging, filling, grading, paving, excavating, drilling operations, temporary or permanent storage of materials or equipment or other land disturbing activities.

Development order, final: The approval of a development of regional impact, a borrow pit permit, an electrical permit, a master planned development, a right-of-way utilization permit, a site plan, a special exception, a variance, a subdivision preliminary plat, a statutory subdivision final plat, a nonstatutory subdivision plat, an underground utility permit, a dredge and fill permit, a written agreement with the Flagler County School Board for the provision of public facilities and services as required by state law, and any other development order which results in an immediate and continuing impact upon concurrency public facilities. Final development orders may address future expansions of a development and may provide for phasing. A final development order may provide for conditions that must be met in order for subsequent approvals to be given or permits to be issued.

Development order having no impacts on concurrency public facilities: Those development orders that permit or approve:

(1) Accessory facilities for agricultural use that create no additional impacts on concurrency public facilities.

(2) An accessory structure to a residence.

(3) Any sub-permit to new construction.

(4) A change of electrical services.

(5) A driveway or parking lot paving.

(6) Fences.

(7) Permits for historical documentation.

(8) Remodeling, such as moving a wall, if no change in use, addition of units or interior completion of a shell only structure is involved.

(9) The repair or replacement of mechanical systems, wiring or plumbing.

(10) The replacement of structures which will have no additional impacts on concurrency public facilities.

(11) The re-roofing of existing structures.

(12) Room additions (including screen rooms) to a residence.

(13) Signs.

(14) Swimming pools.

(15) Temporary construction trailers.

(16) Use permits and right-of-way utilization permits that do not increase the needed capacity of concurrency public facilities.

(17) Walls.

(18) Wells and septic tanks.

Diameter at breast height: Shall mean the measurement of an existing tree trunk's diameter at four and one-half feet above grade (breast height). For trees with less than four and one-half feet of clear trunk, diameter shall be of the largest leader measured four and one-half feet above ground level. For multitrunk trees, each branch that forks below four and one-half feet is considered a separate tree. Trees that originate from the same base shall be considered one tree regardless of the number of forks present above ground only for purposes of minimum tree cover count only.

Directional sign: See *Sign, directional*.

Discharge: Any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, or dumping that may be either accidental or purposeful of any hazardous substance that may negatively impact surface water, soils, or groundwater.

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

Dock: Fixed or floating structure, including access walkways, platforms, catwalks, mooring pilings, lifts, boathouses, and other associated water-dependent structures used for mooring and accessing watercraft.

Dormer: A dormer is a window that is set vertically on a sloping roof. The dormer has its own roof, which may be flat, arched, or pointed.

Drainage: The control of surface flow of water by man-made facilities such as canals, ditches, culverts, or dikes. It can also refer to the artificial lowering of groundwater and the natural drainage of a site in the predevelopment condition.

Drainage area: The watershed (acreage) contributing surface water runoff to the City's stormwater management facilities or systems.

Dredging: To excavate underwater material.

Drinking establishment: An establishment where alcoholic beverages are obtainable within or thereon and where such beverages are consumed on the premises. A bottle club is also a drinking establishment.

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. A standard driveway is one leading to a garage for a single-family, two-family, or townhouse residence.

Driveway median: A landscaped island that separates ingress and egress driveways.

Duplex: A detached building intended, designed and occupied as two dwelling units with a common wall or roof on a single lot.

Dwelling or *dwelling unit:* Any building, portion thereof, or other enclosed space or area used as or intended for use as the home of one family, with separate cooking and housekeeping facilities, either permanently or temporarily.

(1) *Single-family:* A detached building designed for and occupied by one family as a home, with ~~cooking and housekeeping facilities.~~ one range in the kitchen area within an interior living space..

(2) *Two-family:* A detached building intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership.

(3) *Multifamily:* A building designed for or occupied by three or more families, with separate cooking and housekeeping facilities for each.

Earth tones: Various rich colors containing some brown. Earth tones are defined herein to include shades of brown, taupe, beige, and gray.

Easement: A grant by a property owner of the use of land for a specific purpose.

Educational facilities: See *Schools.*

Effective removal: A condition of a tree caused by the excessive damage or improper pruning of roots or tree canopy. This includes, but is not limited to, topping, lion tailing, hat racking, or elevation of lower tree branches to a height of more than one-third of the total height of the tree (unless tree is a "standard" form tree).

Egress: An exit.

Electronic equipment: Any electronic device provided by or on behalf of the operator that is used or adapted for use to conduct, or reveal the results of, a drawing by chance conducted in connection with the sale of a consumer product or service, sweepstakes or other game promotion, that displays results by simulating a game or games ordinarily played on a slot machine or other similar games of chance.

Electronic game promotion: A sweepstakes or other game promotion which utilizes electronic equipment, or a drawing by chance conducted in connection with the sale of a consumer product or service which utilizes electronic equipment that does not violate Florida law.

Encroachment: The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Encumbrance: Any claim or restriction on a property's title. Relating to concurrency, an administrative technique within the concurrency management system implemented to avoid over committing available capacity. The encumbering of available capacity is not synonymous with the issuance of a "certificate of concurrency."

Endangered species: Those animal species listed in Section 39-27.003, FAC and those plant species listed as endangered in 50 Code of Federal Regulations 17.12.

Entrance: Entranceway into a structure.

Erected: The word "erected" includes built, constructed, reconstructed, moved upon, or any physical operations on the site required for building. Excavation, fill, drainage, and the like shall be considered a part of erection.

Etching: Engraving a design in glass, metal, or a hard surface by removing part of the surface. Also, to remove surface concrete to create an exposed aggregate finish.

Excavation: To make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Facade: The exterior face of a building including the front exterior wall and any side exterior walls facing the public right of way or access easement.

Facility: A structure or place built, installed, or established to serve a particular purpose.

Facility reservation fees: The dollar amount that is due as impact fees and connection fees relating to concurrency public facilities which fees must be paid as a condition precedent to the validity of a certificate of capacity. The fees are computed at the rate that is in effect at the time that payment is made. Such fees are refundable if a final development order is not issued, expires or is surrendered pursuant to an amending development order issued by the City and a new applicant purchases the reserved capacity from the City. If no refund occurs, however, the fees paid run with the real property to which they relate as a credit against future fees relating to development of the real property.

Family care home/adult: Per F.S. ch. 429 , a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis for no more than five disabled adults or frail elders who are not relatives.

Family child daycare home/child (large): An occupied residence in which child care is regularly provided for children from at least two unrelated families, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and which has at least two full-time child care personnel on the premises during the hours of operation. One of the two full-time child care personnel must be the owner or occupant of the residence. A large family child care home must first have operated as a licensed family day care home for two years with an operator who has had a child development associate credential or its equivalent for one year, before seeking licensure as a large family child care home. A large family child care home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of eight children from birth to 24 months of age.

(2) A maximum of 12 children, with no more than four children under 24 months of age.

Family day care home/child: A residence in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. The license holder must reside in the residence. A family daycare home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of four children from birth to 12 months of age.

(2) A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.

(3) A maximum of six preschool children if all are older than 12 months of age.

(4) A maximum of ten children if no more than five are preschool age and, of those five, no more than two are under 12 months of age.

Farm animals: Animals considered permissible for an agricultural use, including horses, mules, burros, sheep, cattle, rabbits, chickens, ducks, geese, pigs, goats, ostrich, emu, or other similar animals.

Fascia: A flat horizontal band or member between moldings, especially in a classical entablature.

Fence: An artificially constructed vertical barrier constructed of wood, vinyl, or metal erected to enclose, restrict access to, screen, or separate areas. An open fence is one having at least 50 percent visibility.

Field conference: A specific purpose meeting scheduled and held at a job site.

Final development order: See *Development order, final*.

Flat roof: See *Roof, flat*.

Fleet storage: The storage of all operable and/or inoperable vehicles consisting of five or more vehicles, which are owned or leased by the business establishment, exclusive of lawful display of all vehicles and trailers, the parking of vehicles for permitted businesses and the parking, storage, and display of heavy commercial vehicles and construction equipment.

Flood or *flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area: The greater of the following two areas:

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map: An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study: The official report provided by the Federal Emergency Management Agency. It is an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, elevation, and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodplain: Any land area susceptible to being inundated by water from any source. Also, see definition of *flood* or *flooding*.

Floodplain Administrator: The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval: An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific

development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis: An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor: The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction.

Floor, lowest: The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Floor area: The sum of the gross horizontal areas of the several floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that for the purpose of determining compliance with the permitted floor area, the floor area of enclosed required off-street parking areas shall not be included. Provided further that floor area for outdoor display of merchandise or customer seating, whether uncovered or covered by a tent or canopy, under the provisions of this LDC shall mean the smallest rectangular area encompassing the display or customer seating area.

Floor area, gross: The sum of the horizontal areas of the stories of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls that separate buildings. Included within such sum shall be the areas of all stories and attic spaces providing structural headroom of at least five and five-tenths feet; interior balconies and mezzanines; and any other space reasonably usable for any purpose except parking; no matter where located within a building. This term does not include the area of any parking garage structure, but does include all other interior spaces including those that are not heated or air conditioned.

Floor area ratio: The gross floor area of all buildings divided by the lot area.

Florida Building Code (FBC): The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Florida Department of Transportation Design Standards Road and Bridge Technical Specifications: Publication by the Florida Department of Transportation tabulating and specifying design and safety requirements appropriate for use in designing and constructing roadways and bridges for motor vehicle and pedestrian uses.

Florida Department of Transportation Standards for Sight Triangles and Sight Distances: Publication by the Florida Department of Transportation tabulating design and safety requirements protecting appropriate lines of sight for motor vehicle drivers.

Florida-friendly landscaping: A set of nine guiding principles which help protect natural resources and preserve Florida's unique beauty including: right plant, right place; water efficiently; fertilize appropriately; mulch; attract wildlife; manage yard pests responsibly; recycle; reduce stormwater runoff; and protect the waterfront.

Florida master site file: The listing of cultural resources, historic or archaeological resources maintained by the Florida Department of State, Division of Historical Resources and Bureau of Archaeological Research.

Fluorescent colors: Very bright and or glowing colors.

Foot-candle: A unit of measurement referring to illumination incident to a single point. One foot-candle is equal to one lumen uniformly distributed over an area of one square foot.

Footprint: The horizontal area as seen in a plan measured from outside of all exterior walls and supporting columns. It includes buildings, residences, garages, covered carports, and accessory structures, but not trellises, patios, and areas of porch, deck, and balcony less than 30 inches from finished grade.

Foundation: The underlying structure of a building, usually constructed of concrete, which supports the foundation walls, piers, or columns.

Freeboard: Relating to flood damage protection, this term means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Full cut-off light fixture: A light fixture with elements such as shields, reflectors, or refractor angles that direct and cut off the light at a cutoff angle less than 90 degrees.

Fully shielded: When pertaining to lighting, light fixtures shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, project below the horizontal plane running through lowest point on the fixture where light is emitted.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Gable roof: See *Roof, gable*.

Gallons per day: The gallons per day based on an annual average basis.

Gambrel roof: See *Roof, gambrel*.

Garage: For residential purposes, an enclosed area for the parking/storage of vehicles. For nonresidential purposes, a building for the storage and/or repair of motor vehicles generally closed on all sides.

Garage, attached: An enclosed area for the parking/storage of vehicles that is structurally connected to a residential unit, which may include connection by the means of a breezeway, ~~provided the breezeway is a minimum of six feet in length and in~~ which openings are required for each building as an entrance/exit.

Garage, detached: A detached structure that is accessory to a single detached dwelling unit and to which there is legal vehicular access from a public right-of-way, designed for the storage of motor vehicles for the residents of the single detached dwelling unit.

Gasoline service station: A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Geographic search area: The area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Good faith: An honest intention to accomplish or complete an approved development plan on a particular parcel of real property, but shall not encompass dishonest, fraudulent, or deceitful actions,

ignorance of the law, mistakes of law, delays that are intentional or result from neglect or lack of diligence, or actions or occurrences caused by, resulting from, or facilitated by the property owner, developer, or agent thereof. It shall not be an absence of good faith if a developer attempts to proceed with a development if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event or condition.

Good faith continuation: The final development order for a project pertaining to a parcel of real property that has not expired and a certificate of completion for development of infrastructure must be received within three years of the date of the preconstruction conference and subject to the following:

(1) Within four years of issuance of the final development order which resulted in the development being deemed statutorily vested, the preconstruction conference for the development must have occurred, provided, however, that if the developer diligently attempted to attain the completion of the preconstruction conference for the development in good faith, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(2) Within three years of the completion of the preconstruction conference, the developer must be issued a certificate of completion for the completion of the development's infrastructure; provided, however, that if the developer attempted to attain the certificate of completion, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(3) As to residential preliminary plats, the final plat for the development must be submitted within one year of the effective date of this LDC, provided, however, that the underlying development order that resulted in the development being deemed statutorily vested must not have expired.

(4) It shall not be an absence of good faith if a developer attempts to proceed with a development, if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner, and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event, or condition.

Grade, highest adjacent: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Groundwater: Water in the subsurface of the earth in both soils and geologic formations that are saturated.

Hazardous substance: A substance or combination of substances, which because of its quantity or concentration or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or may pose a substantial present or potential hazard to human health or to the environment when improperly used, handled, treated, stored, transported, disposed of, or otherwise managed. A material may be judged as hazardous if it is corrosive, reactive, ignitable, or toxic.

Hazardous waste: Waste materials including, but not limited to, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes that require special handling and must be disposed of in a manner that conserves the environment and protects the public health and safety.

Hedge: A close planting of shrubs that forms a compact, dense, visually opaque, living barrier when mature.

Height of building: Building height refers to the vertical distance between lowest finished grade at the front of the building, or the base flood elevation where applicable, and:

(1) The average height level between the eaves and ridgeline of gable, shed, hip or gambrel roof;

(2) The deck line of a mansard roof; or

(3) The highest point of the coping of a flat roof.

Hip roof: See *Roof, hip*.

Historic resources: See *cultural resources*.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Home occupation: A use approved as a permitted use or special exception and any on-site business conducted entirely within a dwelling and carried on by residents thereof. Such use is to be clearly incidental and secondary to the residential uses and shall not change the residential character of the dwelling, and further provide that the use can meet the special exception regulations, as outlined in this LDC.

Hotel: A transient commercial lodging establishment consisting of one or more buildings used only for this purpose, including accessory uses such as eating and drinking facilities, recreation facilities, and parking. Lodgings may consist of sleeping rooms only, or may include cooking facilities also, but not intended for long-term occupancy.

Identification sign: See *Sign, identification.*

Illuminating Engineering Society of North America: Agency that approved an American National Standard Practice for Roadway Lighting. This recommended practice provides the design basis for lighting roadways, adjacent bikeways, and pedestrian ways.

Imperiled upland habitat: Includes natural habitats known to support rare species and the Coastal/Conservation element of the Comp Plan. Florida Natural Areas Inventory (FNAI) criteria are utilized to determine if the area consists of the following designations:

(1) Sandhill.

(2) Scrub.

(3) Maritime Hammock.

(4) Live Oak Hammock.

(5) Coastal Strand.

(6) Coastal Grassland.

Impervious: Any improvements that do not readily absorb or retain water including, but not limited to, building roofs, parking, driveway areas, gravel areas, sidewalks, and paved areas.

Impervious surface ratio: The percentage of the area of a lot covered by impervious surface.

Improvements, required site development: All land development improvements necessary to support the proposed buildings, as documented on the approved site plan drawings.

Improvements, required subdivision: All land development improvements necessary to support and service a proposed division of land into smaller parcels. Work includes, but is not limited to, water and sewer, paving and drainage, earthwork and clearing, erosion and sediment control facilities, and measures.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community, that provides optional services for residents to receive their choice

of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

Infrastructure: A set of interconnected structural elements that provide the framework supporting an entire structure. This term has diverse meanings in different fields, but in the LDC, it refers to roads, water mains, and storm and sanitary sewer pipes to support a site plan or subdivision project.

Inspection: Observation of construction work being performed to assure compliance with approved plans and permits.

Inspection punch list: List of deficiencies and concerns that are a result of an inspection of a construction site.

Institution: Building and/or land designed to aid individuals in need of mental, therapeutic, rehabilitative counseling, or other correctional services.

Island: A raised area in a roadway, driveway, or parking facility used to control or direct traffic flow that typically contains landscape material to provide shade and aesthetics within parking facilities.

Island, median: A landscaped island at least five feet wide located between two rows of parking spaces with no intervening drive aisle.

Island, terminal: A landscaped island at least five feet wide located at the beginning or the end of a row of parking spaces that separates the adjacent parking space from a drive or parking aisle.

Junk yards: Place, structure, or lot where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, etc., including auto wrecking yards, used lumber yards, house-wrecking yards, and yards or places for storage or handling of salvaged house-wrecking and structural steel materials. This definition shall not include pawn shops and establishments for the sale, purchase, or storage of usable secondhand cars, salvaged machinery, used furniture, radios, stoves, refrigerators, or similar household goods and appliances. Nor shall it apply to the processing of used, discarded, or salvaged materials as part of manufacturing operations.

Kennel: ~~Any place or premises where four or more canines or felines over four months of age are kept.~~ As defined in *Chapter 8 Animals* of the City of Palm Coast *Code of Ordinance*.

Keystone: Stone wedge at uppermost point of an arch that secures other arch members in place. Wedge-shaped member installed above an arch for ornamentation.

Kitchen, summer: An outdoor kitchen located for the primary use of outdoor entertaining not to be used for the purpose of a separate single-family dwelling and enclosed by no more than three walls under roof, including but not limited to, glass enclosures.

Landscape area: All pervious area within a site that supports the growth of plant material of any type. When used to calculate minimum tree requirements and landscape area requirements, the following areas shall not be counted as landscape area: synthetic turf areas, ponds, lakes, streams, rivers, and normally wet stormwater retention areas. If an existing or proposed water body, or normally wet retention area is a limiting factor as far as available site development area, then up to 25 percent of the area comprised by these features may be counted as landscape area providing this area be included in the area calculations for overall tree requirements.

Landscape buffer: See *Buffer, landscape.*

Landscape feature: An embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Landscaping: Living plant material purposely installed for functional or aesthetic reasons at ground level and open to the sky.

Land Use Administrator: The City Manager shall act as the Land Use Administrator under the provisions of this LDC and shall prescribe and direct the processes and procedures, other than as otherwise specifically set forth in this LDC, relative to the administration of development review within the City. The City Manager may assign such duties to a City staff person or a team of City staff persons as he or she deems appropriate.

Lane: A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

Large quantity generator: A large quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one who generates more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Large-scale commercial center: A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

Lawn/turf/sod: Upper layer of soil bound by live plant roots supporting the grass covered surface of the ground.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include, but not limited to:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Level of service: An existing or projected indicator of the extent or degree of service provided by a concurrency public facility or other public facility based on and related to the operational characteristics of the concurrency public facility or other public facility.

Level of service standard: The adopted and acceptable volume of demand for each concurrency public facility or other public facility thereby reflecting an acceptable operational level as to a facility. Volume of demand may be stated as a measure of quantity of capacity per unit of demand or may state a level of performance for which the methodology and rationale used for quantitative measurement is clearly demonstrated in the Comp Plan or its supporting data and analyses.

Light-duty truck: As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Light fixture: An artificial illuminating device or lamp, permanent or portable, used to illuminate or to attract attention. Such devices shall include, but are not limited to, search, spot, string, or floodlights for:

(1) Building and structure lighting, to include canopies and overhangs.

(2) Recreational area lighting.

(3) Parking lot lighting.

(4) Landscape lighting.

(5) Billboard or sign lighting.

(6) Street lighting.

(7) Display and service area lighting.

Lintel: A horizontal structure member, such as a beam or stone, which spans an opening, as between the uprights of a door or window or between two columns or piers.

Listed species: Those animal species which are endangered, threatened, or of special concern and are listed in Sections 39-27.003, 39-27.004 and 39.27.005, FAC and those plant species listed in 50 Code of Federal Regulation 17.12 when such plants are found to be located in a wetland or other surface water (Subsection 40C-4.021(19), FAC).

Littoral zone: An environmental planting area around the perimeter of water bodies consisting of littoral shelf plantings, transitional plantings, and upland vegetation.

Live aboard watercraft: Any watercraft docked at a marina facility inhabited by a person or persons for any three consecutive days or a total of five days within a 30-day period, or any watercraft represented as a place of business, a professional or other commercial enterprise, or a legal residence.

Living area: Enclosed rooms, as measured by its outside dimensions, which can be heated or cooled with the exception of garages.

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it, and accessible to such vehicles when required off-street parking spaces are occupied.

Local road: A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Lot: A parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

Lot, corner: A lot abutting upon two or more streets at their intersection of less than 135 degrees. The point of intersection of the street lines is the corner. In the event the principal building is more directly oriented to the lot corner at the street intersection than to either street frontage, such lot shall be considered to have two front yards, one abutting each street.

Lot depth: The average distance between the front and rear lot lines.

Lot, double frontage: A lot having frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot line, front: The lot line separating the lot from the rights-of-way of the principal street on which the lot abuts.

Lot, interior: A lot other than a corner lot.

Lot line, rear: The lot line opposite to and most distant from the front lot line, except for double frontage lots, which shall have two front lot lines.

Lot line, side: Any lot line other than front or rear lot line. A side lot line of a corner lot, separating a lot from a street, is called a side street lot line. A side lot line separating a lot from another lot is called an interior lot line.

Lot of record: A lot established prior to the enactment of this regulation that is a part of a recorded map or plat or a lot described by metes and bounds description, which is recorded according to Florida Law prior to November 16, 2008.

Lot width: The average distance between the side lot lines, measured along the front setback line.

Louvers: Vented covering for an opening that allows passage of air, but prevents rain and pests from entering. Commonly made of wood, aluminum, or galvanized steel and designed of horizontal slats in doors and shutters.

Luminaire: A complete lighting unit consisting of one or more lamps, together with the components designed to distribute the light, to position and protect the lamps, and to connect the lamps to the electrical power supply.

Machinery and equipment sign: See *Sign, machinery and equipment.*

Maintenance surety: See *Surety, maintenance.*

Mangrove stand: An assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: black mangrove (Avicennia nitida); red mangrove (Rhizophora mangle); white mangrove (Longunculariaracemosa); and buttonwood (Conocarpus erecta).

Mansard roof: See *Roof, mansard*.

Mansard, false or stuck on: A sloped plane that is attached or applied to a flat roof to make it appear to be a mansard roof.

Manual on transportation: The standard manual of recommended minimum requirements for signs, signals, and pavement markings in the United States.

Manufactured home: A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufacturing, heavy: An establishment whose principal purpose is the mechanical or chemical transformation of materials or substances into new products, including the bulk storage of raw materials, and which process may emit noise, vibration, dust, odor, or pollutants. Activities include manufacturing, assembly, and fabrication, including large scale or specialized industrial operations, processing, and compounding of semi-finished products from raw material in bulk form used in an industrial operation. Examples of heavy manufacturing include, but shall not be limited to, cement manufacturing, ship/boat manufacturing, and similar uses.

Manufacturing, light: An establishment whose principal purpose is the manufacturing, assembling, compounding, processing, packing, baling, repairing, storage, or distribution of products made from previously prepared basic materials. Examples include bond, cloth, cork, fiber, leather, paper, plastics, metals (not involving punch presses over 50 tons rated capacity), stones, tobacco, wax, yarns, or wood (except where sawmills or planing mills are employed). Uses deemed to qualify as light manufacturing include, but are not limited to, sign manufacturing, commercial bakeries, and similar uses.

Marina facility: Any structure or combination of structures, other than a single residential dock, located on or over the water surface of the navigable waters of the City, and is designed or used for the mooring of watercraft. Marina facilities are classified into the following subcategories.

(1) *Commercial marina:* Any facility or structure that is used for business or income producing purposes, through rental or any other means, the services of which are open to the general public, or which serves as an accessory facility to other rental, commercial, or industrial operations. It shall include, but not be limited to, docking for restaurants, hotels, motels, commercial fishing, shipping, or sales.

(2) *Noncommercial marina:* A marina facility designed to moor three or more watercraft that is intended to be used for private recreational or leisure purposes by persons or groups of persons who are residents of a development, or a nonprofit organization. General public usage and/or access is and will be prohibited by deed restrictions, easements, or other legally binding documentation except that a de minimis number of watercraft slips, not to exceed five percent, may be subject to rental agreements to nonresidents of the development associated with the marina facility. A marina associated with and part of a development shall not be deemed a commercial marina if instruments of title, acceptable to the City, bind the developed property to the marina in a manner approved by the City. A marina facility with no more than five-day slips shall be considered a noncommercial marina.

Marine service station: A facility that provides fueling services for watercraft while they are located on or over the water.

Market value: Relating to flood damage protection, this term means the Property Appraiser's 'Just Value' of the structure, excluding the land, or an appraisal of the structure by a qualified independent appraiser. For the purposes of determining "substantial damage" per incident, the market value is the value prior to the damage occurring. For purposes of determining "substantial improvements", the market value is the value prior to the start of construction of each improvement.

Market value: The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Master meter: A single meter serving a multifamily residential or multi-unit commercial facility. This term includes, but is not limited to, master meters serving condominiums, apartments, mobile home parks, hotels, motels, travel trailer parks, shopping centers, and office buildings.

Master Planned Development District (MPD): The purpose of the Master Planned Development District, which takes the place of the former Planned Unit Development (PUD), former Planned Rural Development (PRD), former Village Center (VGC-1, VGC-2), and former Golf Course Community (GCC) Districts, is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this LDC to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community.

Mechanical equipment: Equipment such as air conditioning units, pool pumps, generators, and gas tanks.

Median income: The Flagler County median income is the figure published, and periodically updated, for the County as a whole by the U.S. Department of Housing and Urban Development.

Medical marijuana treatment center: Has the meaning provided in Article X, Section 29, Florida Constitution. Medical marijuana treatment center dispensing facilities are a component of said definition. Medical marijuana treatment center dispensing facilities are subject to licensure by the Florida Department of Health, pursuant to F.S. § 381.986 (2017) and implementing regulations.

Microbrewery: A facility licensed by the State for the production and packaging of malt beverages with low alcoholic content for distribution or for consumption on the premises, with a capacity of not more

than 15,000 barrels per calendar year. Accessory uses may include tasting rooms with food sales or tours of the microbrewery.

Mitigation: An action or series of actions to offset the adverse wetland impacts. Mitigation usually consists of restoration, enhancement, creation, preservation, or a combination thereof. Mitigation also refers to the required replacement of protected trees that are removed for multi-family, institutional, commercial, and industrial development and residential lots.

Mobile home: A structure, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chasses and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. This structure is required to bear the insignia of the U.S. Department of Housing and Urban Development (HUD).

Mobile home park: A residential development on a parcel of land in one ownership providing rental spaces for two or more mobile homes on a long-term basis, with recreation and service facilities for the tenants.

Mobile home park/subdivision, existing: See *Manufactured home park/subdivision, existing*.

Mobile home park/subdivision, expansion to an existing: See *Manufactured home park/subdivision, expansion to an existing.*

Mobile home park/subdivision, new: See *Manufactured home park/subdivision, new.*

Mobile home park/subdivision, substantially improved existing: See *Manufactured home park/subdivision, substantially improved existing.*

Mobile home space: A plot of ground within a mobile home park designated for the accommodation of one mobile home or travel trailer.

Mobile home subdivision: A residential development designed for the accommodation of mobile homes on individually owned lots or in condominium or cooperative ownership, including recreation and open space areas held in common ownership, but not including developments serving tourists or vacation-oriented travel trailers, motor homes, campers, etc.

Model home: A finished single-family residential unit, including units in a multifamily structure and manufactured/mobile homes, for which a certificate of occupancy has been obtained and located in a residentially zoned district, but utilized as an example of a product offered for sale to purchasers by a realtor, builder, developer, or contractor.

Molding: An embellishment in strip form, made of wood or other structural material, used to decorate or finish a surface, such as the wall of a building or the surface of a door.

Monotonous: Tediously uniform or unvarying.

Motel: Any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, off-street parking for each unit, a central office on the property with specified hours of operation, and a bathroom or connecting bathroom for each rental unit. Lodgings may consist of sleeping rooms only or may include cooking facilities also, but not intended for long-term occupancy.

Mulch: An organic soil additive or topping such as compost, wood chips, wood shavings, seasoned sawdust, bark, leaves, or pine straw, used to reduce evaporation, prevent erosion, control weeds, enrich the soil, and moderate soil temperature. Inorganic materials such as rock or chipped rubber are also considered mulch. Where the word mulch is used in reference to seeding requirements, it is deemed to be straw or hay.

Multifamily: See *Dwelling, multifamily.*

Multi-tenant retail center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external

roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

Multiuse building: A building that provides for nonresidential uses on the first floor and residential living quarters located above the first floor.

Munsell: A standard color system that allows precise documentation of colors using an alphanumeric code to describe the color attributes of hue (pigmentation), value (lightness/darkness), and chroma (color intensity). To establish an objective means of color evaluation, the Munsell color system's lightness value shall guide the selection of acceptable colors.

National Register of Historic Places: The official listing of cultural resources or historic properties significant in American history, architecture, archaeology, engineering and culture, maintained by the Secretary of the Interior as established by the National Historic Preservation Act of 1966, as amended.

Native plant: See *Plant, native.*

Navigable waters of the City: Lakes, ponds, Intracoastal Waterway, saltwater canals, freshwater canals, streams, or any other body of water or waterway natural or artificially created, or any constructed channel or water body to said bodies of water or waterways, located within the City of Palm Coast that can be used for the navigability of watercraft. It is not the intent of the LDC to assert ownership of such waters, but it is the intent of this Ordinance to assert land use regulatory jurisdiction as set forth in the LDC.

Nonconforming use: A use of land existing lawfully at the time of the enactment of this regulation, or at the time of a zoning or use change and which does not conform with the regulations of the use district in which it is located.

Nonresidential: Used or intended for purposes other than as a dwelling unit.

Nonresidential controlling master site development: Commercial facilities developed on one or more lots and intended to function as a unit with shared services and facilities.

Non-vehicular non-access easement: An easement that limits or preludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries. See also, spite strip.

Nursery, plant materials: Land, building, structure, or combination thereof for the storage, cultivation, transplanting of live trees, shrubs, or plants offered for retail sale on the site, including products used for gardening or landscaping.

Nursing home: A home for aged, chronically ill, or incurable persons in which three or more persons, not of the immediate family, are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

Off-site improvements: All land development improvements proposed to be built on land that is not part of the project property, except for work within a public road right-of-way immediately adjacent to the project limits of frontage on that road.

Off-street loading space: See Loading space, off-street.

Off-street parking space: See *Parking space, off-street.*

One hundred (100)-year flood elevation: See *Base flood elevation*.

One-way: A roadway or aisle on which traffic moves in only one direction.

On-site: Within the limits of the area encompassed by the tract area or parcel of record on which the activity is conducted.

Open space: The land area within a development which is retained in its natural condition or improved in a manner for the enjoyment of all persons owning property within the development. Open space includes, but is not limited to, tree and environmental preservation areas, waterbodies, and

common area parcels, and is not developed with impervious surface unless it is common open space. Open space also includes those portions of the right-of-way that are pervious.

Operation: To cause or to allow a system to function.

Operator: Any person in whose name an electronic game promotion is conducted and in whose name a certificate of use is issued.

Oriel: A bay window supported from below by corbels or brackets.

Outdoor display: An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

Outparcel: For the purpose of this Code, an area meeting the minimum zoning district dimensional requirements and located within a shopping center that shares a common parking lot with other buildings and establishments within said shopping center, but separated from the principal building and establishments by parking or vehicular use area.

Overhead utility facilities: Communications and power lines installed through the air supported on and spanning between poles.

Parapet: A low wall projecting from the edge of a platform, terrace, or roof.

Parasite sign: See *Sign, parasite.*

Parent parcel: A tract or parcel of land that was lawfully created by either a plat or nonstatutory subdivision.

Park trailer: A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01 .]

Parking: The temporary, transient storage of motor vehicles used for personal transportation while their operators are engaged in other activities. It shall not include storage of new or used cars for sale, service, rental, or other purpose other than specified above.

Parking angle: The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

Parking lot: A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

Parking, shared: The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

Parking space: A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.

*Parking space, off-stree*t: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

Parking stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Passenger station: A facility at which passengers may board and alight from buses and/or trains, usually consisting of at least one covered structure or building for the use of waiting passengers.

Pavilion: A central or flanking projecting subdivision of a façade, usually accented by more elaborate decoration or a greater height and distinction of a roof line.

Peak period: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

Pediment: A low-pitched triangular gable on the front of a building.

Performance surety: See *Surety, performance.*

Periodic Overflow Parking: Periodic overflow parking refers to designated, temporary, or secondary spaces used when primary parking lots are full or during high-demand events.

Permanent commercial campground: A parcel or plot of ground upon which two or more permanent (year-round) campsites are located, established and maintained for occupancy by camping units of the general public. Such campgrounds must meet the minimum state code requirements for sanitary facilities and potable water supply.

Pervious area: The total lot area left in a condition that permits full percolation of the stormwater including surface water bodies, wetlands, and retention areas.

Pharmacy: A retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to medical marijuana treatment center dispensing facilities, as referenced in F.S. § 381.986 (11) as amended from time to time. The term does not include hospice services, medical and diagnostic laboratories, dental labs, medical and professional offices, outpatient care facilities, assisted living facilities, nursing homes, adult day care centers, child day care centers, schools, colleges, or other educational or health care institutions.

Pier: Wharf projecting into a body of water. In addition, an upright support member of a building designed and constructed to function as an independent structural element in supporting and transmitting building and environmental loads to the ground with a height limited to a maximum of three times its least lateral dimension.

Pilaster: A pilaster is a rectangular support which resembles a flat column. The pilaster projects only slightly from the wall, and has a base, a shaft, and a capital.

Pile: An upright support member of a building, usually long and slender in shape, driven into the ground by mechanical means and primarily supported by friction between the pile land the surrounding earth. Piles often cannot act as individual support units and require bracing to other pilings.

Pitch: The slope of a roof expressed in terms of a ratio of height to span.

Pitched roof: See *Roof, pitched.*

Planned unit development (PUD): A former zoning classification that allowed an area of land, controlled by a landowner(s), to be developed as a unified project and single entity for a group of structures such as residential or nonresidential or any combination thereof. See *Master Planned Development District.*

Plant, native: Means any plant species with a geographic distribution indigenous to all or part of the State of Florida.

Plat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Plinth: A continuous course of stones that form the base or foundation of a wall.

Political sign: See *Sign, political.*

Pollutant: Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), heat, wrecked or damaged equipment, rock, sand and industrial (excepting the county's discharges), and agricultural waste discharged into the MS4, and including other materials which the City Manager or designee or federal or state regulatory agencies may deem appropriate to be included.

Porch: A roofed, open space that may be screened, attached to, or part of a building and with direct access to or from the building.

Portal: A doorway, entrance, or gate, especially one that is large and imposing.

Portico: A porch or walkway with a roof supported by columns, often oriented at the entrance of a building.

Poultry: Any chickens, turkeys, ducks, or geese.

Potable water: The water that is satisfactory for drinking, culinary, and domestic purposes and that meets the quality standards of the Florida Department of Environmental Protection.

Preconstruction conference: A meeting that is held between City staff and the contractor or developer after the issuance of a development order, but prior to the issuance of a building permit for the purpose of coordination of project and assurance of compliance with City regulations.

Preliminary site plan: An illustration of the details of development of areas such as, but not limited to, commercial, industrial, recreational, and multifamily residential uses not being platted. The required submittals and processing procedures shall be similar to those provisions for final platting to the extent deemed applicable for the proposed use by the Land Use Administrator.

Preservation: The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Principal building: See *Building, principal.*

Private club: See *Club, private.*

Project: A particular development on an identifiable parcel of land.

Property: For the purpose of utilities, the real property owned or controlled by an applicant for which water service capacity allocation, wastewater service capacity allocation, or both is requested.

Public facility baseline statement: The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

Public use: See *use, public.*

Qualified environmental professional: A professional entity (may be an individual or company/firm) having appropriate scientific background and experience in the evaluation of wetland systems, delineation of jurisdictional wetlands, and listed flora and fauna in the State of Florida and the assessment of central Florida ecological communities.

Quoin: A stone or brick forming an exterior angle of a masonry wall that is differentiated from adjoining surfaces by material, texture, color, size, or projection.

Rain garden: On-site retention of stormwater using vegetated depressions engineered to collect, store, and infiltrate runoff. Also, known as Bio-Filter and an LID IMP.

Range (appliance): A single kitchen appliance that combines both a cooktop (stovetop) and an oven into one unit.

Reclaimed water: Water, treated wastewater, or wastewater effluent that has been appropriately treated and which, as a result of the treatment of wastes, is suitable and usable for direct beneficial uses or a controlled use by and for public agricultural, commercial, residential or industrial developments, projects or purposes including, but not limited to, irrigation purposes in green areas of developments or other appropriate areas; water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment plant.

Reclaimed water distribution system:

(1) Reclaimed water mains.

(2) Sub mains.

(3) Transmission lines.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Reclaimed water system: As used interchangeably, means any and all reclaimed water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Recreation, indoor: An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

Recreation, outdoor: Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

Recreational vehicle: Relating to flood damage protection, this term means a vehicle that is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Redevelopment: In addition to the definition of "development" provided in F.S. § 380.04 , this term shall mean a substantial or material change in the use or character of an existing development property including, but not limited to, alterations, expansions, or renovations to structures, paved areas, and other property fixtures and features requiring a building permit.

Regulated use (or regulated activity): Any publicly or privately owned operation within a wellhead protection zone that handles, sells or otherwise distributes, produces, uses, stores, or disposes of a regulated substance, unless specifically exempted.

Remedy a violation: See *Violation, remedy of*.

Remove or *removal:* Actual or effective removal through killing, damaging or destroying any trees listed as protected.

Replat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Required site development improvements: See *Improvements, required site development*.

Required subdivision improvements: See *Improvements, required subdivision*.

Residential: Used or intended for use as a dwelling unit and includes uses accessory to a dwelling unit.

Restaurant, fast-food/fast-casual: An eating establishment where customers order and receive their food and/or beverages at a counter, select individual items prepared in front of the person, serve themselves buffet style, which include a drive-in window, or service is via drive-up service. Customers may or may not consume the food or beverages on-site.

Restaurant, sit-down: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

Retail fulfillment distribution center: A building where an e-commerce retailer can quickly deliver merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Reuse: The deliberate application of reclaimed water, in compliance with the Florida Department of Environmental Protection and St. Johns River Water Management District rules, for a beneficial purpose.

Revetments: Wall with severe slope away from the base.

Right-of-way: Land in which the City owns the fee or has received a dedication for, or has an easement devoted to, or required for, the use of a public road, the use of stormwater management, or any other public use, including for medians, sidewalks, and driveways.

Riverine: Relating to flood damage protection, this term means relating to, formed by, or resembling a river including, but not limited to, tributaries, stream, brook, etc.

Road: Means and shall include streets, alleys, highways, sidewalks, bike paths, driveways, medians, and any other ways open or unopened to travel by the public, including the road bed, right-of-way and all culverts, drains, ditches, inlets, stormwater facilities, embankments, bridges, retaining walls, guardrails or other appurtenances necessary for the maintenance of travel.

Roof: The outside top covering a building or structure.

Roof, flat: A roof having no slope, or one with only a slight pitch to drain rainwater.

Roof, gable: Roof with gabled ends that slopes in two opposite directions from the ridge.

Roof, gambrel: Roof sloped in two opposite directions from the ridge, with each surface divided into two sections with different pitches. Lower section of the roof slopes steeply to the outside walls.

Roof, hip: A roof with sloping ends and sides. In addition, external angle formed at the intersection of two adjacent sloped roof sections.

Roof, mansard: A mansard roof has two slopes on each of the four sides. The lower slope is steeper than the upper slope. Dormers are often set in the lower slope. The upper slope is usually not visible from the ground.

Roof, pitched: A roof having one or more slopes.

Roof, shed: A roof with one slope.

Rooming house: See *Boarding home*.

Runoff (applies only to Chapter 9): The draining away of water (or substances carried in it) from the surface of an area of land, building, or structure.

Runoff (does not apply to Chapter 9): Relating to flood damage protection, that portion of precipitation that is not intercepted by vegetation, absorbed by the land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of the soil).

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

School: A facility used for education or instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects. This term does not include childcare centers if separate from elementary schools.

Scoring: Scratching or roughening the surface of a member or material to create a rough finish or key for subsequent coats. To cut a narrow channel or groove in the surface of a material to allow for deeper cuts without shattering or splintering the face of the material.

Screen planting, medium: A 30-inch-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, short: A two-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, tall: A five-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to primarily block the view of something from adjacent properties or a rights-of-way, with opacity of at least 60 percent at time of planting that achieves 80-percent opacity within two years.

Seat: For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

Seawall: A structure built between a water body on one side and land on the other side.

Semipublic use: See *Use, semipublic*.

Septic tank: The sewage disposal system in which effluent is flushed into an underground tank and allowed to slowly absorb into the surrounding soil.

Service use: See *Use, service.*

Setback: The area between a property line and a line parallel thereto at a distance equal to the appropriate setback distance. (See *Yard* and *Lot line*)

Setback line: The minimum distance prescribed by a zoning district between any property line and the foundation of a building or structure, or from the property line to the edge of a deck or concrete pad. A line within a lot parallel to a corresponding lot line, which is the boundary of any specified front, side or rear setback/yard, or the boundary of any public right-of-way whether acquired in fee, easement, or otherwise, or a line otherwise established to govern the location of buildings, structures, or uses. (See *Yard* and *Lot line*)

Setback, 25-foot floodway: The area between the outer boundary of the regulatory floodway associated with natural named wetland systems including, but not limited to Big Mulberry Branch and Bulow Creek shown on the FIRM and a line parallel thereto at a distance of 25 feet. The purpose of the

25-foot floodway setback is to minimize encroachments to protect floodplain storage and natural floodplain functions.

Sewers, public or community: An approved sewage disposal system that provides a collection network and disposal system, and central sewage treatment facility for a single development, community, or region.

Sexually oriented business: A commercial bodily contact establishment, escort service, or sexual encounter business. A business shall be a sexually oriented business, whether services are provided on the premises of an establishment or on an out call basis at any other place and regardless of whether such business is licensed under this LDC. A business with a sexually oriented business license shall be presumed to be a sexually oriented business. An individual operating a sexually oriented business is subject to the provisions of this LDC notwithstanding the fact that services are being provided at or from a residence, motor vehicle, vessel, or any other location. A license pursuant to this LCD is required unless the individual is a paid employee for whom taxes and social security payments are withdrawn and paid by the licensed establishment, worker records are maintained, and the individual is not an independent contractor.

Shade tree: See *Tree, shade*.

Shared parking: See *Parking, shared*.

Shed roof: See *Roof, shed*.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

Shutters: Wood, metal, or plastic panel on either side of a window. May be hinged, but commonly fixed in position. Originally used as a protective covering for windows when swung closed.

Sight distance: The minimum distance that allows a vehicle traveling at a designed speed to be able to stop before reaching a stationary object in its path. Typically, the design sight distance allows a below-average driver to stop in time to avoid a collision.

Sight triangle: A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

Sign: Any letters, numbers, symbols, graphics, pictures, or figures, or combination thereof that are erected, constructed, placed, or attached on a structure, ground, or body which identify, advertise, or direct attention to a product, business, institution, place, person, or event, or any other communication and that can be seen from the public right-of-way or public waterway. When not modified by the terms "structure" or "face", the term "sign" shall include all parts of the sign and its supporting structure.

Sign, A-frame: A type of sign composed of two boards set up in a triangle shape hinged along the top.

Sign, abandoned:

(1) Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the Land Use Administrator shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises, and relocation of the business.

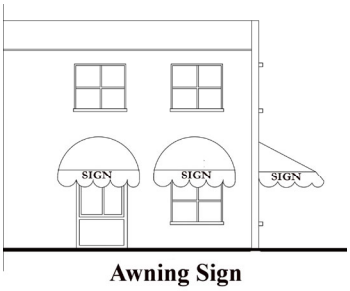
(2) Any sign structure that not used for business purposes for over six months and that is nonconforming according to existing codes regarding height, setback, or sign area.

Signage program: A graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular development to include style, color, location, size, and material.

Sign, animated: Any sign of which all or any part thereof revolves or moves in any fashion whatsoever; and any sign which contains or uses for illumination any light, lights or lighting device or devices which change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part thereof automatically. Animated signs also include electronic, LCD and LED signs if they are using movement and change of light to depict action or to create special effects or scenes. Also, known as Automatic Electric Changing Signs (ACS). Does not include manually changeable copy sign.

Sign area: The area of a sign face (which is also the sign area of a wall or other sign with only one face) shall be computed by means of the smallest square, circular, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display. This includes any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The sign area does not include any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets the LDC and is clearly incidental to the display itself.

Sign area, aggregate: The architectural area around the copy of the sign. The maximum aggregated sign area is determined by calculating sign area times two and is exclusive of the sign area.



Awning Sign

Sign, awning: Any sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning or canopy.

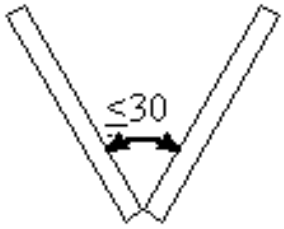
~~*Sign, banner:* A sign either enclosed or not enclosed in a ridged frame and secured or mounted to allow movement caused by atmosphere. Flags are not banners.~~

Sign, commercial: A sign intended to promote the commercial or economic interests of the owner or the products/services offered on the site.

Sign, digital: Any sign which has the capability of changing message content through the use of an electronically controlled device.

Sign, directional: Any sign intended to provide direction to the public, including signs that direct traffic onto or within a site, identify restrooms, parking areas or spaces, freight entrances, or other facilities for the convenience of the public.

Sign, directory: A sign that provides a listing of the occupants of a multitenant center and their suite/building numbers. Directory signs are not intended to be visible from the public right-of-way, but to give direction to customers already within the site.



Sign, double faced: A sign with two faces that are no more than three feet apart at their closest point, or placed at an angle of 30 degrees or less. Double-faced signs shall be considered one sign.

Sign, electronic display type: A sign for presentation of information for visual reception, acquired, stored, or transmitted in various forms, where the input information is supplied as an electric signal, and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic, or other combination of light source to create the message. In addition, signs that appear protected, or are intermittently or intensely illuminated, or of a traveling, scrolling, or sequential light type, or contain, or are illuminated, or flashing light.

Sign, free expression: A sign, not in excess of four square feet in size (area) where the top of the sign is not more than three feet off the ground, if freestanding, and communicating information or views of concern to the owner of the sign, or containing any other noncommercial message that is otherwise lawful.



Freestanding Sign

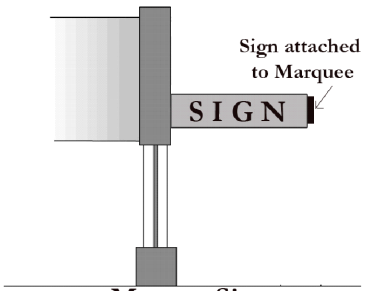
Sign, freestanding: A monument sign supported by a sign structure in the ground and that is wholly independent of any building, fence, vehicle, or object other than the sign structure for support. The width of the base must be less than the width of the display area but must be a minimum of 40% of the width of the sign face.

Sign height: The vertical distance as measured from the finished grade to the highest point of the sign structure. Finished grade is the newly established grade at the base of the sign after construction of the sign, exclusive of any filling, berming, madding, or excavating solely for the purpose of locating the sign.

Sign, identification: A sign that indicates the name and type of business or service, residents, or the name of the development located on the site where the sign is located including street address, phone number, and graphic of business logo.

Sign, illuminated: A sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.

Sign, machinery and equipment: Graphics and trademarks on vending machines, gas pumps, and machinery customarily used outside of buildings. Also, includes signs on public works and/or construction equipment (bulldozers and such) that have the brand/make of the machinery or equipment.



Marqee Sign

Sign, marquee: A sign attached to or hung from a marquee that is a permanent projecting structure protruding from the entrance of a building wall to provide shelter and display advertising.

Sign, manually changeable copy sign: The message on the sign is changed manually (without the use of an electric signal) using individual letters, numbers, phrases, or symbols. Examples include reader boards with manually changeable letters or changeable pictorial panels.

Sign, monument: ~~See *Sign, freestanding.*~~A durable ground level, self-supporting sign with a solid foundation or base that is at least as wide as the sign's display area.

Sign, non-commercial: Signs which display opinions, points of view, or contain political, civic, public service, religious, or ideological messages.

Sign, off-site advertising: A sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured, or taking place at a location other than on the site on which the sign is located.

Sign, parasite: Any sign not exempted by this Code, for which no permit has been issued, and which is attached to another sign.

Sign, pole: A freestanding sign supported by a pole, a column, or other fabricated support member without any type of secondary support. Pole/pylon signs typically provide clear view between the sign and the ground.

Sign, political: Any sign used solely to present information suggesting a candidate's suitability for elected public office or presenting an issue to be voted upon in the upcoming legally recognized election at the Federal, State, County, or City level or for special districts.

Sign, portable: A sign that has no permanent attachment to a building or to the ground by means of a footing including, but not limited to, an A-frame or sandwich board sign; a sign with wheels designed to be pulled or towed on a trailer or similar device, pull attachments, hot air or gas filled balloons; umbrellas used for advertising; signs mounted for advertising purposes on a vehicle that is parked and visible from the public right-of-way, sidewalk, or curb.

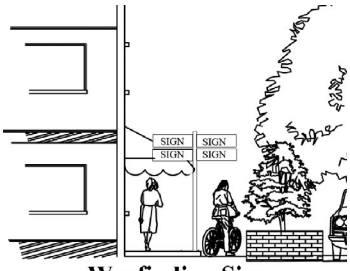
Sign, projecting: A sign that is wholly or partly dependent upon a building for support and that projects horizontally more than 12 inches from such building.

Sign, roof: A sign painted on or affixed to the roof of a building and primarily supported by that roof structure, except fascia signs.

Sign, snipe: Any sign or any material when such sign is attached in any way to trees, utility poles, motor vehicles, trailers, waterborne craft, or other objects.

Sign, temporary: A sign erected for two weeks or less to advertise or identify transitory events unless specifically permitted for a longer period by this LDC.

Sign, wall: A sign attached to a wall of a building or structure so that the wall forms the supporting structure or becomes the background of the sign. For the purpose of Chapter 12, wall signs include awning and projecting signs.



Wayfinding Sign

Sign, wayfinding: A directional sign placed in the public-right-of-way to advertise the location of one or more business or facilities in the immediate area.

Sign, window: A sign posted, painted, placed, or affixed in or on the interior or exterior of a window/glass door, or placed within three feet of a window/glass door pane, or displayed to be visible from the exterior of the building.

Silt fence: A temporary sediment barrier consisting of a filter fabric stretched across, and attached to, supporting posts and entrenched.

Site: The entire lot on which a use is or will be located and that is otherwise subject to the provisions of the LDC.

Site, building: Any lot or parcel, or group of lots or parcels, occupied or intended for development as a unit, whether or not as part of a larger development site. Building site area does not include surface waterbodies, floodways, or wetlands.

Site characteristics: The physical features of a site such as shape, area, topography, soil conditions, and access.

Site plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations involved. Includes lot lines, streets, building sites, reserved open space, buildings, landscape features—both natural and manmade—and the locations of proposed utility lines.

Site plan completion surety: See *Surety, site plan completion*.

Small box discount store: A retail store that is 16,000 square feet or less in size, which offers for sale a variety of convenience shopping goods and continuously offers the majority of the items in their inventory for sale at a price lower than traditional retail stores. Small box discount store does not include a pharmacy; and does not sell gasoline or diesel fuel, or specialty items and food items as a primary product (i.e., greeting cards, consignment, meats, seafood, cheese, or oils and vinegars).

Small quantity generator: A small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one that generates less than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Smart irrigation controller: A weather-based irrigation device that utilizes prevailing weather conditions, current, and historic evapotranspiration, soil moisture levels and other relevant factors to adapt water applications to meet the estimated needs of plants and lawns. The controller shall estimate or measure depletion of available plant moisture to operate an irrigation system that replenishes water as needed while minimizing excess.

Special exception: A land use that is not similar in nature to the uses permitted in the district for which application is made (or in any district), but which is desired in the community, with appropriate controls, where a suitable location is available.

Special flood hazard areas: An area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Special use: Includes utilities, transportation terminals, and facilities.

Spill: See *discharge.*

Spite strip: A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

Stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Standing seam, metal: A standing seam roof is constructed of many interlocking panels that run vertically from the roof's ridge (the top of the roof) to the eave. The interlocking seam where two panels join together is raised above the roof's flat surface, allowing water to run off without seeping between panels.

Stoop: A raised platform approached by steps at the entrance of a house.

Stormwater: Water collected or collecting as a result of natural precipitation.

Stormwater management system: A system which is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.

Story: That portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above.

Stream: Any river, creek, slough, or natural watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted. The fact that some part of the bed or channel shall have been dredged or improved does not prevent the watercourse from being a stream. Also, a body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed "intermittent streams."

Street tree: See *Tree, street*.

Stringcourse: A horizontal band or molding set in the face of a building as a design element.

Striping: Painted lines delineating stalls and circulation patterns.

Structure: Anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure. For the purposes of Subsection 4.01.05—Residential Docking Facilities along Saltwater and Freshwater Canals (and Intracoastal Waterway, as applicable) and Section 4.16—Marinas, this term means anything constructed or otherwise located or operated on or over water, extended over water, or affixed to something that is or will be located on the ground and covered by water, or is located on land and is an essential part of the operation or an integral system of the marina such as, by way of example only, fuel and electrical systems.

Structure, existing and building, existing: Relating to flood damage protection, this term means any structure or building for which the "start of construction" commenced before February 5, 1986 or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard.

Structure, principal: The main building in which is conducted the principal use of the property on which such building is located.

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to August 19, 2008. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Summer kitchen: See *Kitchen, summer.*

Supply well, public: A well that is constructed for purposes of extracting groundwater to the surface, by mumping or natural flow, and the groundwater from such excavation is to be used for human consumption assuming it has at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days out of the calendar year.

Surety: A pledge or formal promise made in the form of a cash deposit, bond, or letter of credit to secure against loss, damage, or default; a guarantee.

Surety, maintenance: Surety that guarantees that the installed improvements will remain in operable condition and not have any defects in material or workmanship for a period of 12 months after satisfactory completion of installation.

Surety, performance: Surety that guarantees that the cost of the infrastructure improvements necessary to support the subdivision to be platted is funded to complete the improvements if the property owner cannot complete them.

Surety, site plan completion: Surety that guarantees that perimeter landscape buffers will be constructed and property fenced if construction does not proceed to completion.

Surface water (applies only to Chapter 9): Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface [F.S. § 373.019 (21).]

Surface water management system: A dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14).

Surface water management system: A stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14), (Subsection 40C-4.021(26), FAC).

Swale: Depression or channel in the ground, often designed for channeling surface water.

Temporary irrigation system: An interim system, including surface distribution elements (hose, pipe, etc.), that shall be removed once the landscaping is established or once it is no longer needed.

Temporary uses or structures: Any use or structure placed on a parcel of land for a period of short duration.

Threatened species: Those animal species listed in Section 39-27.004, FAC and those plant species which are listed as threatened in 50 Code of Federal Regulations 17.12.

Townhouse: Three or more attached single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

Traffic circulation: A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

Traffic control devices: Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

Traffic flow: The pattern of traffic movement through an area or through a parking facility.

Transom: A horizontal crosspiece over a door, or between a door and a window above it, or a small hinged window above a door or another window.

Transportation center: A designated area for public transportation such as buses, taxicab stand, etc.

Travel trailer: A recreational vehicle used for temporary housing by individuals and families during travel. This category, in this LDC, is assumed to include also campers, camping trailers, motor homes and

smaller mobile homes (up to a length of 35 feet, exclusive of hitch, and eight feet in width), capable of being towed by a passenger motor car and complies with F.S. § 320.01 (1)1.

Travel trailer park: A development for the accommodation of tourists or vacationers of short-term basis, providing rental spaces for each individual trailer, camper, motor home, etc., and recreation and service facilities for the use of the tenants. This designation does not permit or allow permanent residents.

Tree: Any living, self-supporting woody perennial plant which at maturity attains a trunk diameter of at least four inches or more when measured at four and one-half feet above ground level and which normally attains an overall height of at least 15 feet, usually with one main stem or trunk and many branches.

Tree protection zone (TPZ): The circular area usually under the canopy of a tree to be protected where access, construction activities, driving, parking, storage, grubbing, fill dirt, trenching, and digging is restricted by a sturdy but temporary fence. The radius of the TPZ is equal to one foot of TPZ radius for each inch of diameter of the tree to be protected.

Tree, shade: Any tree attaining a mature height of over 35 feet and a spread of 35 feet. Other trees may be acceptable upon approval of the Land Use Administrator including, but not limited to, the species listed per City standards.

Tree, street: Any tree growing in the public rights-of-way or on private property that is within five feet of the rights-of-way line. The tree must be a shade tree if no overhead utility conflicts exist.

Tree, understory: Any tree that has a mature height of less than 35 feet or is a slower growing species, as determined by the Land Use Administrator, including, but not limited to, certain species per City standards.

Trim: To reduce, shorten, or diminish gradually a plant or parts of a plant without altering the natural shape using proper horticultural and arboricultural techniques.

Trim color: Refers to a complementary color used for the trim of architectural components such as window trim, windowsills, doorframes, cornice, and banding.

Turbidity barrier: A floating geotextile material that minimizes sediment transport from a disturbed area adjacent to or within a body of water.

Turning radius: The pavement or ramp width necessary to permit a vehicle to complete a turning maneuver.

Two-way: A roadway or aisle on which traffic moves in the opposite, yet parallel, direction.

Underground utility facilities: Communications and power lines installed below the ground surface within road rights-of-ways or easements.

Understory tree: See *Tree, understory.*

Use: The specific purpose(s) for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, change in: Substitution of one thing for another specifically regarding use of land or use of a building.

Use, conforming: Any use of a structure or land that is a permitted or approved provisional or special use in the district in which the structure or land is situated and which conforms to the regulations of that district and all other regulations as adopted by the City.

Use, discontinued: A use that is interrupted or in which there is a break in continuity regardless of the intent of the owner or operator.

Use, legal nonconforming: A use that lawfully occupied a building or lands at the time this LDC was adopted and that does not conform to the use regulations of the district in which it is located.

Use, nonconforming: The use of a building, structure, or parcel of land not in compliance with the regulations as adopted by the City.

Use, principal: The main or primary purpose for which a structure or lot is designated, arranged, or intended, or for which it may be used, occupied, or maintained under this LDC.

Use, public: The use of land, water, or building by a municipality, public body or board, commission, or authority, or federal, state, or county government, or any agency thereof for a public service purpose.

Use, semipublic: Includes churches, museums, and organizations operating as a nonprofit activity serving a public purpose or service and includes such organizations as noncommercial clubs and lodges, theater groups, recreational, conservation, and neighborhood associations, and cultural activities.

Use, service: An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of motor vehicles. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses.

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

Use, temporary: A use established for a fixed period of time with the intent that such use will terminate automatically upon expiration of the fixed time period.

Utility agreement: A written agreement between the City and a property owner that establishes the terms and conditions pursuant to which the City will provide water and/or wastewater service.

Utility facilities or *utility installations:* By way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and any and all appurtenances thereto together with all real property, easements and rights-of-way necessary to provide water and wastewater service to property whether located on-site or off-site.

Variance: A modification of the strict terms of the regulations where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulation would result in unnecessary and undue hardship. As used in this regulation, a variance may be authorized only for area and size of structure, size of yards, open spaces, and flood damage protection regulations. The establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the district or uses in an adjoining district.

Variance, floodplain: Relating to flood damage protection, this term means a grant of relief from the requirements of Section 10.02 or the flood resistant construction requirements of the Florida Building Code that permits construction in a manner otherwise prohibited by Section 10.02 or the flood resistant construction requirements of the Florida Building Code.

Vegetation: Plant material, including trees, shrubs, groundcover, and vines, that are either existing or planted on a site.

Vehicle: Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, golf cart, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

Vehicle fueling position: A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

Vehicle repair: The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, and steam cleaning of vehicles.

Vehicle sales: The sale of new and used motor vehicles.

Vehicular use area (VUA): Any area used by vehicles for driving or parking except public thoroughfares, including but not limited to areas for parking, display, storage or traverse of any and all types of motor vehicles, bicycles, watercraft, trailers, airplanes or construction equipment.

Veranda: A large, open porch, usually roofed and partly enclosed, as by a railing, and often extending across the front and sides of a house.

Vested development: A project that has received an entitlement to develop due to a City issued development order or permit for the project, such as a site plan approval or building permit or which meets the legal requirements for vesting. Such a project, having satisfied the City's concurrency requirements, shall be permitted to develop as per the terms of the development order or permit application. Should the development program of a "vested development" project be substantially modified in terms of density, intensity or facility impact from that development program described in the original permit application or development order, the project will lose its vested rights and be obliged to undergo a concurrency review per Chapter 7.

A project may also be a vested development if the City issued a development order or permit such as site plan approval or a building permit for the project prior to November 16, 2008. Such a project is not required to meet the concurrency requirements of Chapter 7, unless the project is significantly changed in terms of its density, intensity, or facility impact subsequent to such effective date, as determined by the City, in which case it will lose its vested development status and be obliged to undergo a review as per Chapter 7.

Vested rights: The right to undertake and complete the development and use of property under the terms and conditions of an approved site-specific development plan or an approved phased development plan for a specified time, regardless of changes in this Code.

Wall offset: A ledge or recess in a wall formed by a reduction in wall thickness above.

Wall (when referred to as a fence): An artificially constructed vertical barrier that is typically solid and constructed of stone, brick or masonry erected to enclose, restrict access to, screen, or separate areas.

Wastewater: A combination of any type of the water-carried wastes from residences, business buildings, institutions, industrial establishments, any and all other customers facilities, together with such ground, surface and stormwater as may be present, but does not mean or include hazardous or toxic wastes.

Wastewater system: As used interchangeably, means any and all wastewater or wastewater collection, transmission, treatment and disposal facilities currently owned, managed, controlled, or otherwise used or hereafter owned, operated, managed, controlled, or otherwise used by the City. Such system includes any and all improvements, extensions or additions thereto hereto constructed or acquired either form the proceeds of bonds or from any other sources, together with all property, real,

personal or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used by the City in connection therewith.

Waterbodies: Fresh and saltwater canals, ditches, lakes, marshes, rivers, swamps, and swales in the City.

Watercourse: A natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watercraft: Any craft, vessel, or boat used or capable of being used as means of transportation on or under the water including watercraft such as houseboats and other watercraft not used primarily for transportation.

Water or *waters in the state:* Any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state. [F.S. § 373.019 (22).]

Water distribution system:

(1) Water mains.

(2) Sub mains.

(3) Transmission.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Water system: As used interchangeably, means any and all water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned by and/or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) of 1988, or other datum specified on the Flood Insurance Rate Map (FIRM), of floods of various magnitudes and frequencies in the floodplains of coastal and riverine areas.

Water use zone: A grouping of spray, sprinklers, or micro irrigation emitters so that they can be operated simultaneously by the control of one valve according to the water requirements of the plants used and soil conditions.

Well: Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed for conveying groundwater levels or other characteristics, providing cathodic protection or providing a method of injecting water into the aquifer system from above the earth's surface.

Wellfield: A tract of land that contains a number of existing or proposed wells for the purpose of supplying public potable water.

Wellhead: The specific location of a well.

Wellhead protection zone: An area surrounding a public supply well or group of wells that has or have been established where special protective measures or land use activities are restricted for

purposes of protecting the quality of water contributing to public supply well(s). The following wellhead protection zones have been established:

(1) *Primary wellhead protection zone:* The innermost protective zone around a wellhead as defined by a 500-foot radius from a wellhead.

(2) *Secondary wellhead protection zone:* A delineated area around favorable potable water production areas for the Floridan and intermediate aquifer as determined by the Land Use Administrator.

Wetland: Those areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. The landward extent of wetlands is delineated pursuant to Sections 62-340.100 through 62.340.550, FAC as ratified by F.S. § 373.4211 (Subsection 40C-4.021(30), FAC).

Wetland buffer: See *Buffer, wetland*.

Wetland quality assessment method: According to the Uniform Mitigation Assessment Method (UMAM), a score is determined by calculating the average of the three quality assessment criteria: Location and Landscape Support, Water Quality, and Community Structure (Chapter 62-345, FAC). The score will range from zero to one.

Wetland systems, named: The following wetland and surface water systems shall be designated named wetland systems:

(1) Graham Swamp.

(2) Long Creek.

(3) Pellicer Creek.

(4) Hulett Branch.

(5) Hulett Swamp.

(6) Pringle Branch.

(7) Pringle Swamp.

(8) Styles Creek.

(9) Hominy Branch.

(10) Big Mulberry Branch.

(11) Gore Lake.

(12) Black Branch.

(13) Black Branch Swamp.

Wheel stop: A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

Wing: A part of a building projecting from and subordinate to a central or main part.

Wireless communication facilities: Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Xeric: Native plants as well as other trees, shrubs, ground covers, and vines proven to survive only on natural rainfall after a sufficient plant establishment period.

Yard: The open space existing on the same lot with a principal building, unoccupied and unobstructed by buildings from the ground to the sky, between the lot lines and building line.

Zero lot line: An arrangement of development on adjoining lots in which the required side yard offsets is reduced on one side and increased on the other so that the sum of the offsets on any lot is no less than the sum of the required offsets. No building or structure shall be closer to a lot line than five feet, unless it abuts the lot line and provided with an access easement of five feet on the adjoining lot or abuts a building or structure on the adjoining lot. The offset adjacent to property not included in the zero lot line development or a street shall not be less than that required in the zoning district. All required building codes shall be adhered to (i.e. firewalls, etc.).

Abbreviations

/ = per	ad = advertisement	max. = maximum	min. = minimum
% = percent	ac. = acre; acres	' = foot; feet	ft. = foot; feet
" = inch; inches	ht. = height	sf = square foot; square feet	sq. ft. = square foot; square feet
n/a = not applicable	gal. = gallon(s)	pop. = population	*FS = Florida Statutes*
FAC = Florida Administrative Code		CMS = Concurrency Management System	

(Ord. No. 2009-26, § 97, 12-15-09; Ord. No. 2012-3, § 6, 5-1-12; Ord. No. 2013-9, § 3, 11-19-13; Ord. No. 2015-08, § 4, 7-21-15; Ord. No. 2016-4, § 1, 3-15-16; Ord. No. 2016-6, § 2, 11-1-16; Ord. No. 2017-19, § 2, 10-17-17; Ord. No. 2018-02, § 6(Att. B), 2-6-18; Ord. No. 2018-13, § 3, 4-17-18; Ord. No. 2018-21, § 4, 10-2-18; Ord. No. 2018-24, § 3, 11-6-18; Ord. No. 2020-09, § 3, 8-18-20; Ord. No. 2021-22, § 3, 10-5-21)

Response to Comments from September 15 City Council Public Hearing			
Section	**LDC Language**	**Comment**	**Response**
10.02.12 Subdivisions	A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that: ... 4. There is 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.	Concern that the 2' freeboard requirement may negatively impact existing adjacent properties due to elevation differences.	Based on correspondence with Floodplain Coordinator. Homes are being built with a 2' freeboard (although not required) these homes have not caused an impact to surrounding structures.
10.02.18 Other Development	A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall: ... 6. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for accessories that service a habitable area. i.e. generator, a/c unit, etc.	Concern that the 2' freeboard requirement may negatively impact existing adjacent properties due to elevation differences.	See response above.
10.05.02 and 10.05.03	10.05.02. Lands not subject to cultural resource survey. A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation within 5 years from the time of application, and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources. 10.05.03 Lands subject to cultural resource ~~investigation~~assessment survey and other archeological investigation. A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:	Concern that there is no exception for existing platted lots from providing cultural survey. This would be an added cost to a homebuyer.	The City Attorney has drafted a Historic Preservation Ordinance that as currently drafted would provide an exception to existing ITT lots. Staff is recommending that additional changes to Chapter 13 regarding Historic Preservation be comprehensively addressed as part of the proposed Historic Preservation Ordinance.
13.02.03	13.02.03. *Coastal building visual relief.* Non-residential b~~B~~uildings within 300 feet of the Intracoastal Waterway shoreline shall be oriented to provide one foot of unobstructed view from the right of way to the waterfront for each three feet of view obstructed by the building.	Clarification.	Staff further clarifies that this condition applies to non-residential buildings only.
13.02.06 General Requirements	The following architectural design requirements shall apply to all new development and construction, redevelopment, and alterations to existing structures within the City. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design criteria.	Question of whether previous amendments deleted color regulations or use of LRV for determining permitted colors.	The amendments in the current draft of the LDC includes the LDC amendments from September 2, 2025 (Ordinance #2025-16)
13.03.04 Mechanical Equipment	Mechanical equipment. Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, back flow preventers, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance with City regulations.	Question of whether this regulation would require screening of mechanical equipment from side yards.	The only proposed amendment for this section is the addition of "back flow preventers" as an example of mechanical equipment. There will be no material change for buffering requirements for mechanical equpment. Mechanical equipment will continue to be required to be screened if visible from public right-of-way and access easement. (for clarification driveways are not considered as access).
13.05.07 Mechanical equipment, utilities, and storage areas.	B(1). Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties ~~both~~ at ground ~~and rooftop~~ levels ~~s~~ by walls made of masonry, brick, or durable man-made materials.	Will code require industrial to industrial buffering. Clarify what it means to be screened from view at "rooftop levels"	The current code requires buffers between industrial zoned properties. No additional buffers would be required. "Rooftop levels" means that when mechanical equipment is on roof, they need to be shielded. The requiurement for shielding is a requirement of the existing code.
Buffering Requirements for Subdivisions with elevation difference.			The following condition is in the proposed amendments to the Land Development Code. Section 4.01.02C 5. Only perimeter fences and walls may exceed maximum permitted height by up to two feet (maximum of 8') if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11, or to address significant differences in grading between the subdivision or adjacent property. Additionally, staff has proposed an amendment to Table 11-5 to require buffers between residential development due to vertical differences of greater than 2 feet. The proposed amendment is attached to this table.

New language to require buffers between residential areas due to vertical difference.

Section 11.03.05 Landscape Buffer Requirements

Table 11-5. Perimeter Buffer Requirements[5]

	Zoning of Proposed Development				
	AGR, PRS, P & G	**SFR, DPX, EST**	**MFR, MHD**	**OFC, COM, MPD[1], PSP[2]**	**IND**
Adjoining Zoning/Use (shown below):					
AGR, PRS, P&G	None	None	None	None	None
SFR, DPX, EST	None	~~None~~ D,E, or F[1A]	D, E or F	D, E or F	D, E or F
MFR, MHD	None	~~None~~ D, E, or F[1A]	C	D, E or F	D, E or F
OFC, COM, MPD [1] , PSP [2]	None	None	C	C	D, E, or F
IND	None	None	C	C	C
Non Specially Designated Roads	None	A	A	A	A
Specially Designated Segments Palm Coast Parkway, Palm Harbor Parkway and Colbert Lane [3]	None	B	B	B	B
Other Specially Designated Roads or Segments Thereof [4]	None	G	G	G	G
Retention Pond, Lake, or Canal	None	None	None	C	D, E or F

[1] In the MPD zoning district the requirements shall revert to the underlying zoning district or use for the subject property, as described within the MPD Agreement.
[1A]Buffer requirements only when the Finished Floor Elevation differs by 2' or more.
[2] Requirements in the PSP zoning district shall revert to the existing or proposed use on the property, as determined by the Land Use Administrator.
[3] Segments are limited to Palm Coast Parkway east of I-95, Palm Harbor Parkway south of the Hammock Dunes Bridge, and Colbert Lane from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south.
[4] Other specially designated roads or segments thereof, include the following: Belle Terre Parkway, Belle Terre Boulevard, Colbert Lane (segment north of Palm Coast Parkway SE and segment more than 2200 feet south of Palm Coast Parkway SE), Cypress Point Parkway, 1-95, Matanzas Woods Parkway, Old Kings Road, Palm Coast Parkway (segment west of 1-95), Palm Harbor Parkway (segment north of the Hammock Dunes Bridge), Pine Lakes Parkway, Royal Palms Parkway, S.R. 100, Seminole Woods Parkway, U.S. 1, and White View Parkway.

[5]Land Use Administrator may add landscaping from other buffer areas to create more impactful buffer.

Table 11-6 Buffer Design Standards

Type	Width[1]	Shade Trees per Linear Feet	Maximum Shade Tree Spacing per Linear Feet	Understory Trees per Linear Feet	Short Screen or Tall Screen	Accent Planting per Linear Feet	Decorative Wall/Fence
A	10'	1/50'	75'	1/50'	Short Screen	N/A	N/A
B	35'	1/50'	75'	1/50'	Short Screen	30/100'	N/A
C [2]	10'	1/50'	75'	Optional	Short Screen [3]	N/A	N/A
D [2]	10'	1/50'	75'	Optional	Not Required	30/100'	Decorative Wall
E [2]	20'	1/50'	75'	Optional	Tall Screen	N/A	Optional
F [2]	15'	1/50'	75'	Optional	Not Required	30/100'	Fence
G	25'	1/50'	75'	1/50'	Short Screen	30/100'	N/A

PART I. - REVIEW AUTHORITY AND ENFORCEMENT

Sec. 2.01. - Purpose and Intent.

The purpose of this Part is to establish the administrative structure for the implementation and enforcement of the Land Development Code.

Sec. 2.02. - Review Authorities.

The following review authorities are established to administer the provisions of this LDC under the authority prescribed by this LDC and Florida law.

2.02.01. *City Council.* In addition to any authority granted to the City Council by state law or the Code of Ordinances of the City of Palm Coast, the City Council shall have the following powers and duties with regard to this LDC:

A. To provide for the approval or denial of applications promoting orderly development consistent with the City's Comprehensive Plan and this LDC.

B. To provide for the approval or denial of subdivision plans and other development plans consistent with the Comprehensive Plan and this LDC.

C. To conduct public hearings as may be necessary in the discharge of its duties.

D. To amend this LDC, after review and recommendation of the Planning and Land Development Regulation Board.

E. To hear and decide appeals pertaining to decisions of the Planning and Land Development Regulation Board.

F. To set fees as necessary to implement the provisions of this LDC.

G. To assess enforcement penalties for failure to comply with this LDC.

H. To take such other action not delegated to decision-making and administrative bodies designated in this LDC, as the City Council may deem desirable and necessary to implement the provisions of this LDC and the Comprehensive Plan.

2.02.02. *Planning and land development regulation board.* Chapter 2, Article V, Division 5 of the City of Palm Coast Code of Ordinances establishes the Planning and Land Development Regulation Board. In addition to the membership and duties specified in the Code of Ordinances, the Planning and Land Development Regulation Board shall meet the following requirements:

A. *Membership.*

1. The members of the Planning and Land Development Regulation Board shall reside in the City.

2. At least one Planning and Land Development Regulation Board shall be appointed from each City Council district.

3. No Planning and Land Development Regulation Board member shall serve in office for more than two consecutive four-year terms. A member whose term expires may continue to serve until a replacement is appointed.

4. Membership shall be based on experience or interest in the field of planning and zoning and may include the following occupations, when feasible. In no event, however, shall the Planning and Land Development Regulation Board include more than two members from the same field:

a. An architect or a landscape architect;

b. An engineer;

c. A realtor or a developer;

d. An environmentalist; and

e. A lawyer.

B. *Removal from office.*

1. Planning and Land Development Regulation Board members shall serve at the pleasure of the City Council.

2. If a member of the Planning and Land Development Regulation Board is absent for three regularly scheduled meetings without being excused prior to said meeting by the chair or who misses a total of five meetings in any 12 consecutive months, said member shall forfeit his or her office and it shall be deemed vacant.

3. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term.

C. *Powers and duties.* The Planning and Land Development Regulation Board shall have the following powers and duties:

1. Hear applications for Comprehensive Plan amendments, zoning map amendments, master planned developments, master plans, special exceptions, and variances.

2. The Planning and Land Development Regulation Board is hereby designated as the local planning agency as required by F.S. § 163.3174. The Planning and Land Development Regulation Board shall prepare, or cause to be prepared, the elements of the Comprehensive Plan as required in F.S. § 163.3177, and any other appropriate elements, and shall make recommendations regarding the Comprehensive Plan to the City Council. It shall have the general responsibility for the conduct of the Comprehensive Planning Program, monitoring and overseeing the effectiveness and status of the Comprehensive Plan, and recommending to the City Council such changes in the Comprehensive Plan as may, from time-to-time, be required. It shall perform any other duties assigned by the City Council and may prepare and recommend to the City Council any other proposals to implement the Comprehensive Plan.

3. The Planning and Land Development Regulation Board is hereby also designated as the land development regulation board in accordance with the provisions of F.S. § 163.3194. The Planning and Land Development Regulation Board shall develop and recommend to the City Council land development regulations that implement the Comprehensive Plan and amendments thereto for consistency with the Comprehensive Plan. Amendments to the Land Development Code that relate purely to technical matters shall be considered on the basis of the technical matters submitted only.

2.02.03. *Land Use Administrator.*

A. The Land Use Administrator shall review and act upon any and all applications for development orders and permits that are issued by any person or body other than the City Council or the Planning and Land Development Regulation Board in which cases the Land Use Administrator shall provide for reviews and recommendations as appropriate.

B. The Land Use Administrator is authorized to make necessary interpretations of this LDC and to interpret the permissible, prohibited, and special exception land uses listed in each zoning district upon a written request for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The request shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

C. The Land Use Administrator is authorized to interpret the zoning map and to act upon disputed questions of district boundary lines and similar questions upon an application for an interpretation being submitted to the Land Use Administrator together with any prescribed fee. The application shall contain sufficient information to enable the Land Use Administrator to make the necessary interpretation.

Table 2-1—Development Order Approvals

DEVELOPMENT LEVEL	DEVELOPMENT TYPE/INTENSITY	FINAL APPROVAL AUTHORITY
MINOR Tier 1: Nonresidential site plans up to 40,000 square feet of building and/or multi-family residential projects not to exceed 40 residential units	Administrative Deviation of Standards	Land Use Administrator [1]
	Nonstatutory Subdivisions	
	Preliminary and Final Plats (regardless of the number of units are Tier 1)	
	Technical Site Plans for Tier 1 developments; Tier 2 developments with an approved Master Site Plan; and Tier 3 developments with an approved Master Site Plan	
	Subdivision Master Plans for nonresidential and for residential up to 100 units	
	Developments pursuant to the Live Local Act regardless of size or number of units	
MODERATE Tier 2: Nonresidential site plans over 40,000 square feet of building up to 100,000 square feet of building and/or multi-family residential projects over 41 residential units not to exceed 100 units	Special Exceptions	Planning and Land Development Regulation Board
	Variances	
	Master Site Plans for Tier 2 Developments	
	Technical Site Plans for Tier 2 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 2 developments	
	Subdivision Master Plans for residential greater than 100 units	

MAJOR Tier 3: Nonresidential site plans over 100,000 square feet of building and/or multi-family residential projects over 100 residential units	Vested Rights Determinations	City Council
	Zoning Map Amendments/Master Planned Developments	
	Development Agreements	
	Master Site Plans for Tier 3 developments	
	Technical Site Plans for Tier 3 developments without a master plan	
	Nonresidential Controlling Master Site Plans for Tier 3 developments	
	Developments of Regional Impact or amendments to Developments of Regional Impact	

[1] The Land Use Administrator shall, on a regular basis, submit a report to the Planning and Land Development Regulation Board listing all minor level developments that have been approved during a specified period.

PART II. - DEVELOPMENT ORDERS AND AGREEMENTS—APPLICATIONS AND PROCEDURES

Sec. 2.03. - Purpose and Intent.

The purpose of this Part is to set forth the basic procedures and criteria to implement this LDC with regard to receiving, reviewing, and rendering decisions on applications for development orders, agreements, and amendments to the Official Zoning Map. These procedures shall be applied and interpreted in a manner recognizing both the legislative and quasi-judicial aspects of the local government decision-making process. The Land Use Administrator shall accomplish the administration of this LDC, but may delegate authority as deemed appropriate. The City will not establish procedures and administer policies inconsistent with the Comprehensive Plan, Code of Ordinances, and policies established by City Council.

Sec. 2.04. - Applicability.

No person shall undertake the development or subdivision of land within the corporate limits of the City except pursuant to a valid development order issued in accordance with all legal requirements. All development shall be consistent with the Comprehensive Plan. All development shall meet City requirements prior to the approval and issuance of any development order, unless specifically exempted as a condition of the development order. The requirements contained in this section, in addition to the specific requirements noted for each type of application within this Part, shall apply to all development orders.

2.04.01. *Development order required.* Development orders require different levels of approval depending on the intensity and type of project. Table 2-1 shows the level of approval required for each type of development activity. Before submitting a development order application for review and to determine which level an application falls into, the developer shall provide the Land Use Administrator with sufficient information to make a determination.

2.04.02. *Exceptions.* No development order shall be required when:

A. The application for development involves minor remodeling or new construction of a detached single-family dwelling or duplex residential building and it meets all the applicable LDC requirements and regulations. Such development may directly make

application for a building permit.

B. The development or redevelopment activity is included as part of a larger plan of development or a phased development for which a development order has been previously issued pursuant to this LDC.

C. Altering an existing building or structure so long as no increase is made to its nonresidential gross floor area, its use, its height, or the amount of impervious surface on the site.

D. Changing the use of a property/building provided that:

1. The new use is allowed in the applicable zoning district, and

2. The new use does not increase the density or the intensity of the development on the real property.

E. Erecting a sign or replacing protected trees on a previously developed site and independent of any other development activity on the site.

2.04.03. *Building permit required.* It shall be unlawful to change the use of an existing structure, modify an approved site plan, commence the clearing of land, excavations for, or the construction of any building or other structure, including accessory structures, or to store building materials, or erect temporary field offices, or to commence the moving, alteration, or repair of any structure, including accessory structures, until the Land Use Administrator has issued a building permit authorizing such development. Review and approval of building permits shall be in accordance with Article 2, Chapter 15 of the City of Palm Coast Code of Ordinances.

(Ord. No. 2024-17, § 2, 11-12-24)

Sec. 2.05. - Development Orders and Agreements—General Requirements.

2.05.01. *General administrative principles.* The following principles apply to the development application process:

A. Copies of documents, reports, publications, administrative rules, and other similar matters that are referred to in the provisions of this LDC shall be filed and retained in the office of the City Clerk.

B. When state or federal codes are referenced in this LDC, the most recent enactment or amendment of that regulation shall apply.

C. When calculations are made in the course of the implementation of this LDC, numbers shall be rounded to the nearest whole number unless otherwise specifically stated in this LDC.

D. Fees called for in this LDC for the various applications and processes shall be established in a resolution adopted by the City Council; provided, however, that the Land Use Administrator may establish the appropriate fee for actions and activities not specifically set forth in a fee resolution after considering the range of fees set forth in the City Council's resolution and shall present proposed amended fee resolutions to the City Council, as needed, from time-to-time.

E. The Land Use Administrator is charged with promulgating the forms and procedures necessary to administratively implement this LDC.

F. Whenever a reference is made in this LDC to "the City" or "City staff" such reference shall mean the Land Use Administrator unless the context clearly indicates to the contrary.

G. The City shall adhere to the controlling requirements of state law relative to the processing, hearing and rendering decisions with regard to legislative and quasi-

judicial matters. The City shall approve development orders and deny development orders as appropriate and in recognition of the public's right and the rights of property owners to articulated decisions on land use matters.

H. Although a glossary of defined terms and various definitions of terms are set forth in Chapter 14, not all terms may be defined and, to that end, the City may refer to and rely upon definitions set forth in the Florida Statutes, the Florida Administrative Code, the Florida Building Code, or as found in the Merriam-Webster Dictionary in order to assist in the administration of this LDC.

I. The rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

J. Upon a final decision made by the City Council after all internal appeals being timely filed and determined, applicants may seek timely appeals of actions in a court of competent jurisdiction.

K. A change of use shall require appropriate reviews and permitting if the proposed new use increases the density or intensity of the development on real property. A change of use occurs when an existing use or occupancy of land, or a building, is replaced by another use or occupancy.

2.05.02. *Neighborhood meeting requirements.*

A. *Meetings required.* Developers are required to hold a neighborhood meeting for the following application types:

1. Single-family and multifamily residential developments. Developments pursuant to the Live Local Act shall not require a neighborhood meeting.
2. Development of regional impact.
3. Master planned development.
4. Zoning map amendments.
5. Other projects as deemed necessary by the Land Use Administrator on a case-by-case basis based upon potential impacts to the City or abutting or proximate property owners.

The meeting shall be held at least 14 days prior to an application being heard in the first step of the review/approval process. The Land Use Administrator may waive the requirement for a neighborhood meeting if the project is part of a multiphase project for which meetings have been held previously. A request to waive the requirement for a neighborhood meeting must be made in writing to the Land Use Administrator and contain the reason(s) for the request.

B. *Notification required.* Neighborhood meetings shall be noticed to property owners owning property located within 500 feet of the boundary lines of the property proposed for development. The notice shall state the date, time, and location of the neighborhood meeting. A location map of the project location shall be included with the notification along with other documentation as requested by City staff. The notice shall be sent/postmarked at least 14 days prior to the neighborhood meeting. A copy of the notice shall be provided to the City.

C. *Meeting criteria.* The neighborhood meeting shall be held in the evening in a location of close proximity to the subject property that is capable of accommodating such meeting. The meeting shall not start earlier than 5:30 p.m. and shall not be scheduled on the same night as a PLDRB or City Council Regular meeting. The applicant shall conduct the meeting and provide necessary information and materials to attendees that address the proposed development. The applicant shall ensure that audio-visual equipment is adequate to assist in making sure that attendees may fully participate in

the proceedings. The applicant shall provide a sign-in sheet and take notes of public comments. A copy of the sign-in sheet and comments shall be provided to the City prior to the next step in the approval process.

D. *Post-meeting.* The applicant shall provide the following materials within 10 days after the neighborhood meeting:

1. A copy of the meeting notification.
2. A list of who was notified of the meeting.
3. A copy of all materials distributed at the meeting.
4. A list of names and addresses of attendees as provided on sign-up sheets from the meeting.
5. A summary of the issues raised by the attendees.
6. A description of how the proposal addresses the issues that were raised at the meeting.

E. *Additional meetings.* The Land Use Administrator may require that additional neighborhood meetings be held if the application is substantially modified from that which was presented at the previous neighborhood meeting.

2.05.03. *Public hearing notice requirements.*

A. All notices for vacating plats, variances, special exceptions, appeals (as applicable), and amendments to the Official Zoning Map or LDC, shall be published as required by state law and, where applicable, City regulations. If there is ever a conflict between the provisions of this LDC and state law relative to notices, the more stringent regulation shall apply.

B. Prior to the hearings provided for under this chapter, the applicant shall send notices, prepared by City staff, to all applicable property owners as outlined in Table 2-2. The names and addresses of the property owners shall be obtained by the applicant from the Flagler County Property Appraiser's Office. The notice shall be sent via certified mail and shall provide information as to the nature of the requested application and the date, time, and location of the public hearing. No other documents shall be provided within the envelope. The Land Use Administrator shall promulgate rules relating to whether the applicant or the City will be responsible for mailing the notices to the required property owners by certified mail and the costs relating thereto.

C. Abutting property means any property that is immediately contiguous to property that may be subject to a hearing or that is immediately across any road or public right-of-way from the property subject to such hearings.

D. Signs, as required, shall be posted in a conspicuous place on the subject property no later than the timeframe specified in Table 2-2.

E. At least ten calendar days prior to the required hearing, if applicable, the applicant shall submit an affidavit to the City stating that the notification requirements have been met in accordance with this section.

Table 2-2: Notification Requirements for Public Hearings

	Planning and Land Development Regulation Board (PLDRB)	**City Council Ordinance 1st reading**	**City Council Ordinance 2nd reading**	**Judicial or DCA**

Appeal Administrative Decision	N/A	N/A	N/A	N/A
Appeal PLDRB Decision	N/A	Applicant mails letters, if deemed applicable by the Land Use Administrator, at least 14 calendar days prior to hearing.	N/A	N/A
Vacating Plat	N/A	In accordance with Florida Statutes	N/A	N/A
Variance	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
Special Exception	Applicant mails certified letters to abutting property owners at least 14 calendar days prior to hearing.	N/A	N/A	N/A
LDC Amendment	Display ad published at least 14 calendar days prior to hearing.	Display ad published at least 14 calendar days prior to hearing.	Display ad published at least 14 calendar days prior to hearing/adoption	N/A
Zoning Map Amendment (owner initiated)	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing/adoption.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.

Zoning Map Amendment (City initiated, less than 10 acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 30 calendar days prior to hearing. Notification letters mailed at least 30 calendar days prior to hearing to each real property owner of parcels to be rezoned. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Zoning Map Amendment (City initiated, 10 or more contiguous acres)	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Signs posted at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing/adoption.	Petition shall be presented to the Circuit Court within 30 days of final action by City Council.
Development Agreement and Amendments[1]	N/A	In accordance with Florida Statutes	In accordance with Florida Statutes	In accordance with Florida Statutes
Comprehensive Plan Amendments	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	Applicant posts signs at least 14 calendar days prior to hearing. Display ad published at least 14 calendar days prior to hearing.	In accordance with Florida Statutes
DRI Amendments	Display ad published at least 14 calendar days prior to hearing.	Display published ad at least 14 calendar days prior to hearing.	Display ad published at least 14 calendar days prior to hearing.	In accordance with Florida Statutes

[1] This is not applicable to development agreements related to the zoning of property.

2.05.04. *Review procedures.* This section establishes the review process for development orders. More specific requirements for certain development orders are included in those particular sections within this Part.

A. *Owner; owner representative.* If an application relates to a specific real property, it shall be heard only if it is presented by the person(s) owning 51 percent or more of that land, or an authorized representative of the owner(s), or upon an administrative application by the City Council.

B. *Right of entry for survey, examination, and inspection.* An application submittal shall grant any person acting under the direction of the Land Use Administrator in the performance of functions and duties pursuant to this LDC to enter upon such land and make inspections, examinations, and surveys as necessary in its administration and enforcement.

C. *Preapplication meeting.* Prior to filing an application for development, an applicant desiring to develop or plat property within the City may schedule a preapplication meeting with the Land Use Administrator. The applicant shall submit a preapplication package that meets City requirements. Following the preapplication meeting, the applicant shall hold neighborhood meetings as required in this chapter prior to the first step in the review/approval process.

D. *Completeness review.* An application shall be submitted in accordance with City requirements. Minimum requirements for an application for a development order are posted on the City website. Compliance review will not commence until such time that the application is deemed complete by the Land Use Administrator (LUA).

1. Within 5 business days after receiving an application for approval of a development order, the Land Use Administrator (LUA) shall confirm receipt of the application using the contact information provided by the applicant.

2. The LUA will make a determination of completeness within 30 days from receipt of the application. If the application is deemed incomplete, it shall be returned to the applicant The applicant will be issued a letter indicating that all required information is submitted or specifying with particularity any areas that are deficient. and the same process followed until it is determined to be complete. When the Land Use Administrator has determined that an application is complete, correspondence will be sent to the applicant and the date of that correspondence will serve as the first day of the compliance review period.

3. For applications that do not require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 120 days after the application has been deemed complete. For applications that require final action through quasi-judicial hearing or public hearing the LUA must approve, approve with conditions, or deny the request within 180 days after the application has been deemed complete. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance.

4. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term “substantive change” means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

5. If the stated timeframes are not met by the LUA, the applicant may be issued a refund of the application fee, or portion thereof, as outlined in Florida State Statute 166.033 (4).

E. *Revisions to development order applications.* If an application is modified after submittal, the following requirements shall apply:

1. *Major modification.* A major modification of plans initiated by the applicant during the compliance review process that is not in response to City comments may be determined to constitute a new application submittal by the Land Use Administrator.

2. *Application/document changes.* Ownership and/or mortgage holder changes shall require a new signed application cover sheet with updated signatures and a new title opinion as well as additional information that may be required. Changes to the application may require additional review by the Land Use Administrator.

F. *Applications withdrawn, abated, and abandoned.*

1. *Withdraw.* Any application may be withdrawn, prior to any action required, at the discretion of the applicant upon written notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

2. *Abated applications.* An application shall be abated when no activity occurs for six consecutive months. The Land Use Administrator shall issue a notice of abated application to the applicant. Any submittal after the issuance of a notice of abated application shall require the payment of an abated application fee and must comply with any amendments to this LDC or other applicable state regulations after the last review of the application.

3. *Abandoned applications.* An application shall be abandoned when no activity occurs for 12 consecutive months. The Land Use Administrator shall issue a notice of abandoned application to the applicant. Any submittal after the issuance of a notice of abandoned application shall constitute a new application.

G. *Applications for minor development—Land use administrator approval.*

1. Following a completeness determination as described in Sec. 2.05.04.D. the Land Use Administrator shall approve, approve with conditions, or deny the application for a development order within 120 days.

H. *Application for moderate and major development—Planning and land development regulation board or city council approval.* The review process for a moderate or major development shall include:

1. Following a completeness determination as described in Sec. 2.05.04.D., an application requiring final action through a quasi-judicial hearing or public hearing must be approved, approved with conditions, or denied within 180 days.

2. After verification that the application for a moderate or major development has complied with all applicable requirements of this LDC, the application shall be placed upon the next practicable agenda of the Planning and Land Development Regulation Board in accordance with published schedules and deadlines. After 60 days of application submittal the applicant may request the application be on the next appropriate agenda.

3. The Land Use Administrator shall forward the application, along with its recommendations, to the Planning and Land Development Regulation Board for consideration. Based on the application, the requirements of this chapter, and the recommendations of City staff, the Planning and Land Development Regulation Board may approve, approve with conditions, or deny a development order, or prepare recommendations for the consideration of the City Council if it involves a major development, as defined in Table 2-1.

4. If applicable, following review by the Planning and Land Development Regulation Board, the application shall be placed upon the next practicable agenda of the City Council. Based on the application, the requirements of this chapter and the recommendations of the Planning and Land Development Regulation Board, the

City Council shall approve, approve with conditions, or deny the application.

I. *Conditions and safeguards.* In granting any development order, the approving authority may prescribe appropriate conditions and safeguards in conformity with this LDC. The approving authority shall render a decision to either:

1. Approve the request as submitted; or
2. Approve the request with conditions; or
3. Deny the request.

Violation of conditions and safeguards made a part of the approval shall be a violation of this LDC.

J. *Development order denial.* In the event an application for a development order is denied, the City shall issue a denial development order citing the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the request for a development order or permit. The Land Use Administrator may provide comments and recommendations relating to applications prior to taking action to deny a development order.

K. *Due process.* The timeframe for City review, process, and public hearings for all accepted application types shall follow Florida State Statute 166.033 as provided in LDC Section 2.05.04.D. After 60 days of application submittal the applicant may request the application to be on the next appropriate agenda, if applicable.

L. *Independent review of applications.* The City may engage necessary technical consultants for the review of an application or a specific technical aspect of an application. The costs of such review shall be paid by the applicant.

2.05.05. *Review findings.* 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;

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

C. The proposed development must not impose a 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; and

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

2.05.06. *Effect of development orders.* The issuance of a development order does not authorize the disturbance of any part of the subject property involved. A development order only authorizes the filing of an application for another development order or a building permit.

A. *Other permits required.* In addition to obtaining a development order from the City, the developer must also obtain all other applicable permits or exemptions, as may be required by law, pursuant to Florida Statutes Chapter 166.033.

B. *Valid period.* Development orders shall remain valid for a period of 12 months from the date of issuance. In the event the applicant provides documentation that federal and/or state permits are in the process of being obtained, the expiration date of the

development order may be extended in accordance with Subsection 2.05.06.E. However, a final plat development order shall remain valid until the subdivision or any part thereof is abandoned in accordance with City and state law.

C. *Commencement of construction pursuant to a valid building permit.* If construction on a site has commenced during the valid period of a final site plan development order and pursuant to a valid building permit, construction may continue after the development order expires as long as the building permit remains valid.

D. *Commencement of construction during valid period of a preliminary plat.* If construction of the required improvements in a subdivision has commenced during the valid period of a preliminary plat development order, the improvements may be completed in accordance with the approved development order beyond its valid period provided the final plat development order has been issued and the subdivision has a valid certificate of concurrency. Construction of the required improvements in a subdivision shall be completed or shall be guaranteed for completion pursuant to City requirements.

E. *Extension of a development order.* Within three months before the expiration of any development order, the developer may request an extension not to exceed 24 months provided the development has a valid certificate of concurrency. All requests shall be submitted to the Land Use Administrator in writing and shall state the reason(s) for the extension.

F. *Recording.* All development orders, except denial development orders, and any extension, or minor modification thereto, shall be filed with the City Clerk and recorded at the expense of the applicant.

2.05.07 *Modifications to an approved development order.*

A. The Land Use Administrator may approve minor technical modifications to an approved development order. In determining whether a proposed modification is minor, all of the following shall apply:

1. The proposed modification shall not adversely affect traffic circulation on or off-site.

2. The proposed modification shall not increase the density, intensity, or height of the approved development.

3. The proposed modification shall comply with all codes, rules, and regulations of the City and any other federal or state agency, and shall not require a variance.

B. Requests for modifications that do not meet the requirements in this subsection shall be reviewed by the applicable approval authority.

(Ord. No. 2024-12, § 2, 5-7-24; Ord. No. 2024-17, § 3, 11-12-24)

Sec. 2.06. - Official Zoning Map Amendments.

2.06.01. *Purpose.* This section is established to provide for zoning map amendments, as may be necessary or desirable from time-to-time, through a review by the Planning and Land Development Regulation Board and the City Council.

2.06.02. *Applicability.* An application to amend the Official Zoning Map (rezoning) may be filed by the Land Use Administrator, the City Council, the Planning and Land Development Regulation Board, the property owner(s), or agent of the property owner(s) representing 51 percent or more of the property involved.

2.06.03. *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 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.

B. Its impact upon the environment or natural resources.

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

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

E. Any changes in 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.

G. Whether it accomplishes a legitimate public purpose.

2.06.04. *Frequency of application.* A property owner shall not initiate action for the same rezoning affecting the same parcel of land more often than once every 24 months following denial or approval.

2.06.05. *Recording amendments to the official zoning map.* The Land Use Administrator shall update the Official Zoning Map as soon as possible after amendments are adopted. Amendments to the Official Zoning Map shall identify the official action by which such amendment was made, the date of such action, and the area involved.

Sec. 2.07. - Special Exception.

2.07.01. *Purpose.* The purpose of this section is to establish procedures for the review of uses that would not normally be appropriate within a zoning district, but if subject to appropriate limitations, conditions, and safeguards, would promote the public health, safety, welfare, convenience, and comfort.

2.07.02. *Applicability.* The special exception process shall be limited to those uses noted as special exception uses in Chapter 3 or Chapter 4. Uses determined by the Land Use Administrator under Subsection 3.01.07 to require a special exception shall utilize the special exception process. Uses requiring a super majority vote of the City Council pursuant to Subsection 3.01.06 shall utilize the special exception process, with the Planning and Land Development Regulation Board providing a recommendation based on this section to the City Council for final approval by resolution.

2.07.03. *Review findings.* No application for a special exception use shall be approved unless the Planning and Land Development Regulation Board finds that the request meets the findings listed in Subsection 2.05.05 and the following:

A. Is consistent with the specific requirements for that particular use as set forth in this LDC;

B. Is compatible with the surrounding neighborhoods and promotes the value of surrounding land, structures, or buildings. Compatibility shall be reviewed in light of the following components:
   1. Architectural design;
   2. Fencing and screening, landscaping;
   3. Noise reduction, sign, and light control;
   4. Storm drainage, sanitation collection;
   5. Police and fire protection;
   6. On and off-site traffic control;
   7. Off-street parking and loading; and
   8. Other matters relevant to assuring that the proposed development site fosters desirable conditions and compatibility with the existing environment.

2.07.04. *Effect of a special exception.*

A. *Effective date.* In accordance with Subsection 2.05.01.I, the rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

B. *Special exceptions run with the land.* Special exceptions are not personal in nature and shall run with the land. However, a special exception shall be approved only on the basis of the development plan submitted with the application, and shall be valid only for the location and area shown on the approved development plan which shall include a floor plan, if applicable.

C. *Activating a special exception.* Approval of the special exception shall give the applicant authority to submit an application for development permits and/or other appropriate approval. Where the special exception approval does not require development permits, the applicant shall provide written evidence to the City that the activity granted has been initiated within the time prescribed by the City, or that right or privilege shall expire.

D. *Expiration or Abandonment of Special Exception Uses.* If a special exception does not begin to serve the purpose for which it was granted within 12 months from the date of rendition it shall expire. Provided, however, that the Planning and Land Development Regulation Board may establish a shorter or longer period of time for a special exception to commence. In addition, the Land Use Administrator may extend the special exception for up to an additional 12-month period of time if the applicant can demonstrate good faith reliance. Good faith reliance may include, but is not limited to, the securing of any required permits from other governmental agencies/jurisdictions or the expenditure of substantial funds in reliance on the approved special exception.

E. *Amendments.* Minor amendments not altering the intent and purpose of the approved special exception may be approved by the Land Use Administrator after such departmental comment as he or she deems appropriate. Amendments to an approved special exception, which the director deems to be major, shall require the submittal of an application and compliance with the review procedures as set forth in this section and as otherwise provided in this chapter.

Sec. 2.08. - Subdivision of Land.

2.08.01. *Purpose.* The purpose of this section is to determine when platting is required and to establish a review process consistent with F.S. ch. 177. It is not the intent of this LDC to prohibit the metes and bounds conveyance of real property, but it is the intent of this LDC to ensure compliance with the provisions of State Statutes.

2.08.02. *Applicability.*

A. *Platting required.* It shall be a violation of this LDC for anyone who is the owner or agent of the owner of any land to transfer, sell, or offer to transfer or sell such land by reference to, exhibition of, or other use of a plat of a subdivision of such land without having a plat recorded in accordance with the requirements of this section and state requirements. Subdivisions are classified as:

1. *Statutory.* The division of a parcel of land, whether improved or unimproved, into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land, and includes establishment of new streets and alleys, additions, and replats.

2. *Nonstatutory.* The following activities qualify as nonstatutory subdivisions:

a. The combination or reconfiguration of previously platted lots or portions of

such lots where the total number of lots is not increased and the resultant lots comply with City requirements.

b. The public acquisition by purchase, acceptance of deed or dedication, or exercise of the right of eminent domain of strips of land for the widening or opening of streets, or acquisition of property for public purposes or public utilities.

c. The division of land into no more than three lots, parcels, tracts, tiers, blocks, units, or any other division of land, said resulting lots to be 20 acres or more in size, provided that:

(1) Said division of land does not create a new street.

(2) Each resulting lot, tract, or parcel shall have access to a public street and no public improvement may be dedicated including, but not limited to, any dedication of rights-of-way, easement, or physical improvement of any kind intended for public use.

(3) Each lot, tract, or parcel shall meet or exceed the minimum requirements of the zoning district in which it is located adjacent to the public street.

(4) The owner of the subject property shall not be allowed to further subdivide under this section.

d. The division of a platted lot, parcel, or tract in single ownership into not more than three lots, where no street right-of-way dedication is involved and where the lots are equal to or exceed the standards of the LDC.

e. The original parcel to be considered must have been lawfully created.

B. *Single sites not requiring platting.* No platting shall be required for development within an individual lot, parcel, or tract, provided that such lot, parcel, or tract meets all of the following requirements:

1. Has a property identification number(s);

2. Was lawfully established by the governing authority at the time it was created; and

3. Complies with the minimum lot area requirements of this LDC, or is a legally existing nonconforming lot.

2.08.03. *Nonstatutory land subdivision review procedures.* The application shall be processed administratively in accordance with review procedures and requirements for development orders established in Section 2.05.

2.08.04. *Statutory land subdivision review procedures.* The subdivision of land that does not qualify as nonstatutory subdivision shall meet the requirements of this section after a Subdivision Master Plan approval has been granted as outlined in Section 2.10.

A. *Preliminary plat.*

1. *Review procedures.*

a. At an applicant's risk, an application for preliminary plat approval may be submitted after the subdivision master plan is in substantial compliance.

b. The application shall be processed in accordance with Section 2.05. Once the application is deemed compliant, a development order shall be issued by the approving authority.

B. *Final plat.*

1. *Review procedures.*

   a. Following the issuance of a preliminary plat development order, the applicant may submit a complete application for a final plat approval on a form provided by the City.

   b. The application shall undergo a completeness and compliance review as outlined in Section 2.05 and F.S. ch. 177.

   c. The Final Plat application is reviewed administratively and approved by the Land Use Administrator (LUA).

2.08.05. *Effect of plat approval.*

A. *Effect of preliminary plat approval.* Upon issuance of the preliminary plat development order, the developer may elect to commence construction of the subdivision and apply for a final plat development order. If the developer elects to commence construction prior to or concurrently with final plat review, the developer shall attend a preconstruction meeting as outlined in Chapter 9, Part I, and provide the following documentation and materials:

   1. All required permits from federal, state, county, and regional agencies.

   2. Commitment letters from the providers for essential services (i.e. electric, telephone, cable, etc.) that adequate service will be available at the time of impact.

   3. Performance guarantee (in the amount established by the City) for the installation of public improvements that have not been constructed. Such estimate shall include, but not be limited to, landfill costs. An itemization shall be provided showing improvements that have been installed and all outstanding required improvements.

   4. A statement within the preliminary plat development order noting the developer's intent or a letter authorizing the commencement of construction pursuant to the approved construction plans.

B. *Effect of final plat approval.*

   1. The execution of the plat by the Land Use Administrator shall be deemed to be the execution of a development order.

   2. All recording fees, documents, and Mylar (original plat) shall be submitted to the Land Use Administrator. The Land Use Administrator shall then transmit the required fees and documents to the Clerk of the Circuit Court for recordation in accordance with F.S. ch. 177. Executed plats must also be filed with the City Clerk.

2.08.06. *Vacating plats.* The owners of any land subdivided into lots may petition the City Council under the provisions of F.S. ch. 177.101, to remove (vacate and abandon) the existing plat, or portion of a plat, from the official records of the City of Palm Coast. The application shall undergo a completeness and compliance review as outlined in this chapter. Once the application is deemed compliant as determined by the Land Use Administrator, it shall be scheduled before the City Council for consideration. The execution of a resolution by the Mayor shall be deemed to be the execution of a development order.

(Ord. No. 2009-26, §§ 2, 3, 12-15-09)

Sec. 2.09. - Master Planned Developments.

2.09.01. *Purpose.* The purpose of this section is to establish review requirements for approval of master planned developments, which typically include both a zoning map amendment and a

development agreement. This section also addresses the procedures for approving major amendments to approved master planned developments.

2.09.02. *Applicability.* The requirements of this section apply to any proposed rezoning to the Master Planned Development District. Rezoning to the Master Planned Development District shall be a voluntary procedure to be pursued at the option of the applicant, pursuant to Section 2.10. The City may, at the request of the applicant, initiate such rezoning on privately owned property. The approval of the master planned development rezoning rests with the City Council pursuant to the requirements of Section 2.10.

2.09.03. *Review procedures.*

A. *Unified control.* No application for a master planned development shall be considered until the applicant furnishes all necessary documents and information, as may be required, to provide the City with sufficient evidence that the applicant is in complete, unified, and otherwise unencumbered control of the entire area of the proposed master planned development, whether the applicant be an individual, partnership, corporation, other entity, group, or agency. The applicant shall provide to the City all necessary documents and information that may be required to assure the City that the development project may be lawfully completed according to the plans sought to be approved.

B. *Master planned development site plan.* Review and approval of a master planned development site plan shall be the same as for a moderate or major development site plan, whichever is applicable, pursuant to Section 2.05.

C. *Master planned development agreement.* Review and approval of the Master Planned Development Agreement shall be the same as for a Development Agreement pursuant to Section 2.14.

D. *Bonds.* The City Council shall include in the Master Planned Development Agreement requirements for bonds (or appropriate alternatives) for improvements conditioned upon the satisfactory and timely completion of facilities in the development plan, for the benefit of purchasers from the applicant, when the development time limits and phasing schedule do not preclude the sale of individual units prior to the completion of such facilities.

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, and the development standards listed in Subsection 3.03.04 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.

B. Consistency with the general intent of the LDC.

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

D. Compatibility within the development and relationship with 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.

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

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

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

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

2.09.05. *Effect of master planned development approval.* Approval of a Master Planned Development Plan and Master Plan Development Agreement gives the applicant the authority to proceed with a site development plan and plat applications for review.

A. *Duration and extension of development agreement.* For the duration and extension requirements of a development agreement, refer to Section 2.14.

B. *Amendment to a master planned development agreement.*

1. A request for an amendment to an approved master planned development master plan and/or agreement shall be supported by a written statement demonstrating the reasons the revisions are necessary or desirable. The Land Use Administrator may require additional documentation as part of the amendment application.

2. Amendments to an approved Master Planned Development site plan or agreement for the developed portions of the property may only be initiated by:

a. The property owner, for an amendment to the master planned development applicable to only a single lot or building site; or

b. Petition by the owners of more than 50 percent of the property in the Master Planned Development District for an amendment to a master planned development that involves multiple owners; or

c. City Council, where necessary to preserve the health, safety, and welfare of the property owners in the master planned development.

3. Minor (de minimis) changes, no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

2.09.06. *Variances in master planned development districts.* Because the specific development standards of the Master Planned Development District are contained in the approved Master Planned Development Agreement for each planned development, and because the development plan normally takes into account those matters which might otherwise be the subject of variance review, modifications to approved development plans by variance shall be prohibited unless otherwise specifically provided for in the Master Planned Development Agreement.

2.09.07. *Status of previously approved PUD, PRD, VGC-1, VGC-2 and GCC plans.*

A. Any active or completed Planned Unit Development (PUD), Planned Rural Development (PRD), Village Center (VGC-1, VGC-2), or Golf Course Community (GCC) project approved prior to the adoption of this Code shall continue to be governed by the approved development plan and any development agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development. Any time limitations to which the approved PUD, PRD, VGC-1, VGC-2, or GCC plan may be subject shall also continue to apply. Minor (de minimis) changes of no more than five percent increase in density or intensity, which do not affect the intent or character of the development, may be approved by the Land Use Administrator.

B. Whenever any application is made to substantially modify an approved PUD, PRD, VGC-1, VGC-2, or GCC plan, as determined by the Land Use Administrator, or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the Master Planned Development zoning district and shall comply with the provisions of this section. Substantial modifications to an approved development plan or agreement include, but are not limited to change that affects the intent and character of the development, intensity, density, land use pattern, the location, or dimensions of major streets, or similar substantial changes.

Sec. 2.10. - Master Plans.

2.10.01. *Purpose.* The master plan review process is intended to provide a review of the basic development concepts without significant engineering design, prior to proceeding with final plat and technical site plan approval.

2.10.02. *Applicability.*

A. *Master site plan.* A master site plan review is optional for all moderate and major site plans that include residential, nonresidential, and mixed use development occurring on various contiguous sites or outparcels to ensure that development takes place in a coordinated and efficient manner.

B. *Subdivision master plan.* A subdivision master plan is required prior to a preliminary plat application, unless waived by the Land Use Administrator.

C. *Nonresidential controlling master site plan.* A nonresidential controlling master site plan is optional for all site plans meeting the criteria set forth in Section 4.15.

2.10.03. *Review procedures.* A master plan review shall be processed in accordance with Section 2.05 and Table 2-1.

2.10.04. *Review criteria.* Master site plans shall be reviewed to ensure conformance with this Code. However, the following criteria shall be considered when reviewing master plans:

A. Logic of design.

B. Internal consistency.

C. Impact on neighboring sites.

D. Internal vehicular and pedestrian connectivity.

E. Consolidation of utilities and facilities, including stormwater, parking, signage, etc.

F. Public benefit derived from the project.

2.10.05. *Effect of master plan approval.*

A. Approval of a master plan development order authorizes an applicant to continue with the preliminary plat or technical site plan review process.

B. The approved Nonresidential Controlling Master Site Plan Development Order shall act as the controlling document for the development specifying, but not limited to, location of primary buildings and outparcels, landscape buffers, master stormwater, drainage, access drives, parking, and pedestrian facilities. However, site plans and preliminary plats can allow up to a 25 percent accumulative design change from the master plan. No deviation from LDC requirements may be approved during the City staff review process.

Sec. 2.11. - Technical Site Plan.

2.11.01. *Purpose.* The site plan review process set forth in this section is intended to ensure that

site development, including mixed use development on a single site, takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development.

2.11.02. *Applicability.* The purpose of final site plan review is to ensure compliance with all development regulations. Therefore, the level of detail shall be that of construction plans and technical specifications. The review is based not only on conformance to Code, but also conformance with an approved master plan, if applicable.

2.11.03. *Review procedures.* Site plan review shall be processed in accordance with Section 2.05.

2.11.04. *Effect of site plan approval.* Approval of the construction plans and technical specifications represents the final development order. Therefore, approval of a Site Plan Development Order authorizes an applicant to apply for a building permit.

Sec. 2.12. - Variance.

2.12.01. *Purpose.* This section is established to provide standards and procedures for the granting of variances from the provisions of this LDC through review by the Planning and Land Development Regulation Board when it finds that there are conditions peculiar to the property that creates undue construction or development hardships in complying with this LDC.

2.12.02. *Applicability.*

A. *Authorized variances.* The variance procedures contained in this section shall apply to the development standards set forth in the following portions of this Code:
   1. Chapter 1, Section 1.10—Nonconformities.
   2. Chapter 3—Zoning, Uses, and Dimensional Standards.
   3. Chapter 4—Conditions for Limited Specific Uses and Activities.
   4. Chapter 5—Transportation, Connectivity, Access, and Parking.
   5. Chapter 10—Environmental and Cultural Resource Protection.
   6. Chapter 11—Tree Protection, Landscaping, Buffers, and Irrigation.
   7. Chapter 12—Signs and Advertising.
   8. Chapter 13—Architectural Design Regulations.

B. *Prohibited variances.* A variance shall not be granted under any of the following circumstances:
   1. A variance that would permit an inconsistency with the Comprehensive Plan.
   2. A variance to permit a use, expressly or by implication, prohibited in the zoning district.
   3. A variance to permit a development density or intensity not generally allowable in the zoning district.
   4. A variance in connection with any use or activity that has been approved as a special exception, if within the area covered by the special exception approval.
   5. A variance that would permit a new nonconforming use of neighboring lands, structures, or buildings.
   6. A variance that would violate requirements or regulations of other departments or agencies.

7. A variance that would violate specific prohibitions (for example, hours of operation), or procedural requirements.
8. A variance based on purely economic considerations.

2.12.03. *Review findings.* In addition to the findings listed in Subsection 2.05.05 for all development orders, variance applications shall be reviewed based on the following:

A. *All variances.* No application for a variance shall be approved unless the Planning and Land Development Regulation Board finds that the following standards are met, recognizing that the applicant bears the burden of proof.

1. Special conditions and circumstances exist which are peculiar to the land, use, or building involved and which are not applicable to other lands, uses, or buildings in the same zoning district; and
2. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and
3. Literal interpretation of the provision of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant; and
4. The variance is the minimum relief necessary that will make possible the reasonable use of the land or building; and
5. The granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare or injurious to other property in the area.

B. *Alternative criteria for specific variances.* There are alternative variance criteria for specific uses within this LDC that shall be adhered to. Such uses are as follows:

1. Marinas—Refer to Chapter 4.
2. Flood Damage Protection—Refer to Chapter 10.
3. Wellhead Protection—Refer to Chapter 10.

2.12.04. *Effect of variance approval.*

A. Approval of a variance application shall give the applicant authority to submit an application for development plan review and/or other appropriate approval. The Planning and Land Development Regulation Board may, within the action for which the variance is required, prescribe a reasonable time limit for which the approved request shall begin, be completed, or both. Unless prescribed as a condition of approval, there is no time limit for a variance.

B. A variance shall be approved only on the basis of the development plan submitted with the application and shall be valid only for the area of variance shown on the approved development plan. No approved variance shall be construed to be a general modification of the requirements of this LDC in any area outside the area of variance shown on the approved development plan.

Sec. 2.13. - Administrative Deviation of Development Standards.

2.13.01 *Purpose.* This section is established to provide a process for granting administrative deviation with the application of certain standards of this LDC. The process is specifically intended to promote high standards of site design, and to provide flexibility in the administration of standards in recognition of site specific conditions, and to establish conditions to ensure compatibility where

standards are modified.

2.13.02. *Applicability.*

A. The Land Use Administrator may approve an administrative deviation of standards to grant relief from any of the following requirements of this Code, up to a maximum reduction of five percent of the standard:

1. Distance between structures.

2. Parcel dimensions (not area).

3. Setbacks.

B. The Land Use Administrator may grant a deviation in order to protect a specimen or historic tree, in which case one parking space or two percent of the total parking requirements, whichever is greater, may be eliminated.

C. The Land Use Administrator may also grant an administrative deviation of standards to the site planning or development standards of this LDC in compliance with this section, based on the finding that the waiver is necessary to accomplish a reasonable accommodation of the needs of a disabled person, in compliance with the Americans with Disabilities Act.

2.13.03. *Review procedures.* Administrative deviations of development standards are classified as minor development orders and shall be reviewed as specified in Section 2.05. However, the Land Use Administrator may choose to refer the application to the Planning and Land Development Regulation Board for hearing and decision in the same manner as provided for Variances in Section 2.12.

2.13.04. *Review findings.* The Land Use Administrator may approve an administrative deviation of standards only after first making all of the following findings, in addition to those listed in Subsection 2.05.05:

A. There are special circumstances applicable to the property, including size, shape, topography, location, or surroundings, so that the strict application of this Code deprives the property of privileges enjoyed by other properties in the vicinity and within the same zoning district;

B. The approval of the administrative deviation of standards includes conditions of approval as necessary to ensure that the adjustment granted does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zoning district; and

C. The administrative deviation is consistent with any applicable specific plans in place for the subject property.

Sec. 2.14. - Development Agreements.

2.14.01. *Purpose.* This section is established to outline provisions relating to development agreements, which require approval by the City Council.

A. A development agreement may be entered into by an applicant and the City Council to provide for matters that relate to the unique conditions of the real property to be developed, the relationship between the public and private aspects of the development, or other terms and conditions that are not typical of a routine development order. Development authorized by a development agreement may be phased. The development agreement may provide that the entire development or any phase thereof shall be commenced or completed within a specific period of time.

B. Statutory development agreements may be entered into under the authority of the Development Agreement Act as codified in F.S. ch. 163 and processed in accordance

with the requirements of state law.

C. Nonstatutory development agreements may be entered into under the authority of the home rule powers of the City of Palm Coast under Article VIII, Section 2 of the Constitution of the State of Florida and F.S. ch. 166.

D. A development agreement shall be required for the development of property designated a Master Planned Development Zoning District on the Official Zoning Map, but the agreements shall not be statutory.

E. A development agreement is transferable if the land and structure(s) continues to be used for the purposes for which it was issued. No person (including successors and assigns of the person who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of the development agreement. The provisions of the development agreement run with and burden the real property to which it relates until released or amended in accordance with formal action of the City of Palm Coast. All development agreements shall require mortgagees to subordinate any mortgages on the property.

F. Duration and extension. The negotiated Master Plan Development Agreement which results from a master planned development application process shall have a maximum duration of five years or be phased to ensure that development under a Master Plan Development Agreement proceeds in good faith and the development of the master planned development is not abandoned and is not suspended in a manner which is adverse to the public interest. Upon the five-year term being completed or a phase of the master planned development not being developed in accordance with the phasing schedule set forth in the Master Plan Development Agreement, the City Council may, after obtaining a recommendation from the Planning and Land Development Regulation Board, extend the term of the Master Plan Development Agreement or the master planned development phase. In the interim, no development may be continued or permitted relative to the master planned development. A property owner may initiate a request for an extension prior to expiration.

Sec. 2.15. - Vested Rights Determination.

2.15.01. *Purpose.* This section is established to provide standards and procedures for the issuance of vested rights determinations by the City Council. No applicant claiming that the LDC as applied to a particular property constitutes or would constitute a permanent taking of private property or an abrogation of vested rights, may pursue such claim in court or before a quasi-judicial body unless the applicant has first exhausted the administrative remedies herein. The application shall set forth the facts upon which the claim is based and shall be accompanied by all contracts, letters, appraisals, reports, or other documents upon which the applicant's claim is based.

2.15.02. *Applicability.* The owner, or owners of real property, may request a determination of vested rights by filing a complete application with the Land Use Administrator on a form provided by the City.

A. The application shall provide a sworn statement to be executed by all owners of the real property or an authorized agent that all information set forth on the application is true and correct.

B. The Land Use Administrator shall screen each application for a vested rights determination to determine whether the application is technically complete. If not technically complete, the application shall be promptly returned to the applicant. A technically incomplete application shall be returned to the applicant with written notification of the deficient items. If a response is not submitted to the City within a time specified by the City, the application shall be deemed abandoned.

2.15.03. *Review procedures.* Vested rights determinations are classified as major development orders and shall be reviewed as specified in Section 2.05. In addition, the following procedural requirements apply.

A. The City Council shall hold a public hearing and determine whether or not it has been clearly and convincingly demonstrated that the real property subject to the application has vested status. The City Council may refer the matter to the Planning and Land Development Regulation Board for an advisory opinion and review, or to a special master or hearing officer for findings of fact relative to the matter, or may make both such referrals.

B. At the hearing or hearings to which the matter has been referred, the applicant shall present all of the evidence in support of the application. The technical rules of evidence in judicial proceedings shall not be applicable, but all testimony given shall be under oath. The applicant shall have the burden of proof.

C. After making a final determination of vested rights status, the City Council shall provide the applicant with a written order setting forth the determination of vested rights status. If the City Council determines that vested rights exist and that development may proceed, the applicant shall have the right to rely upon such written notification that the real property is vested, and the determination that the real property is vested shall be final and not subject to appeal, revocation, or modification. Thereupon, permits may be granted consistent with that decision.

D. The City Council's decision to deny vested rights status shall be final, subject to appeal in accordance with state law.

(Ord. No. 2009-26, §§ 4, 5, 12-15-09)

Sec. 2.16. - Appeals.

2.16.01. *Appeal of administrative decision of the land use administrator.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this LDC may appeal such decision to the Planning and Land Development Regulation Board. The appeal shall be initiated within 15 calendar days of the rendering of the administrative decision by filing an appeal with the Land Use Administrator. Failure to file an appeal within the timeframe specified and exhaust all administrative remedies provided for in this LDC shall constitute a waiver of all rights to appeal the determination by the Land Use Administrator.

A. *Submittal.* A request for a hearing before the Planning and Land Development Regulation Board for an appeal of any determination made by the Land Use Administrator with regard to the administration of the uses and development regulations of this LDC shall be made as follows:

1. A completed appeal form and related fee shall be filed with the Land Use Administrator. Such application shall state the grounds for review of the decision. Any additional grounds may not be stated at the appeal hearing.

2. The appeal form shall be accompanied by such other materials and drawings as needed by the Planning and Land Development Regulation Board to clearly understand the substance of the appeal.

B. *Review procedures.* The application shall be submitted to the Planning and Land Development Regulation Board, which shall review the application and either grant or deny the request in accordance with the following:

1. In exercising the powers granted, the Planning and Land Development Regulation Board may, in conformity with the provisions of this LDC, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determinations of the Land Use Administrator.

2. Any petition for a hearing before the Planning and Land Development Regulation Board may be withdrawn prior to action thereon by the Planning and Land Development Regulation Board at the discretion of the applicant upon written notice to the City. The withdrawal of an application shall not result in a refund of the application fee.

3. When considering an appeal all of the following factors, at a minimum, shall be evaluated:
    a. Whether the action requested in the appeal is consistent with the Comprehensive Plan; and
    b. Whether the action requested in the appeal complies with all relevant and appropriate portions of this LDC; and
    c. Whether there was an error of fact or law in the decision of the Land Use Administrator.
4. At the conclusion of the appeal hearing, the Planning and Land Development Regulation Board shall issue a final decision on the appeal.

2.16.02. *Appeal of planning and land development regulation board decision.*

A. *Public notice requirements.* Notification shall be in accordance with Section 2.05, if applicable.

B. *Submittal.* Within 30 calendar days of the rendering of a decision by the Planning and Land Development Regulation Board, an appeal may be filed with the City Clerk by the owner, an abutting property owner, or the Land Use Administrator. An application together with a fee as established by resolution shall be required.

C. *Review procedures.* The application shall be forwarded to the City Council and, if applicable, after due public notice, for a public hearing to consider the application. The public hearing shall be a de novo hearing and shall be conducted in accordance with the following:

1. Hearing steps.
    a. Preliminary matters.
        (1) The Mayor shall read the case title.
        (2) Disclosure by City Council members of ex parte communications, if any.
        (3) Swearing in of appellant, City staff, and all witnesses collectively. The swearing in of witnesses may be left to the discretion of the Mayor with the concurrence of the appellant.
    b. City staff's presentation.
        (1) City staff's opening statement.
        (2) Calling of witnesses and presentation of evidence by City staff.
        (3) Cross-examination after each witness, if so elected.
    c. Appellant's opening statement.
        (1) Calling of witnesses and presentation of evidence by appellant.
        (2) Cross-examination after each witness, if so elected.
    d. Public input. Testimony and presentation of evidence by the public with alternating speakers in support of and in opposition to the appeal and cross-examination after each witness, if so elected.
    e. Closing argument by appellant.
    f. Closing argument by City staff.
    g. Rebuttal argument by appellant, if so elected.

h. Discussion by City Council of the evidence presented as it applies to the requirements of the City of Palm Coast Code of Ordinances and applicable law.

i. After deliberation, a motion should be made which would presumably either:

AFFIRM THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to affirm the Planning and Land Development Regulation Board's action: (list factors)"; or

REVERSE THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD'S ACTION: "I

move that the City Council find that the following facts presented and reviewed here are competent substantial evidence to reverse the Planning and Land Development Regulation Board's action: (list factors)."

2. In the event the applicant is the appellant, the applicant, or City staff as determined by the Land Use Administrator, shall send a letter to the property owners abutting subject property advising them of the date and time of the meeting.

3. In the event that an abutting property owner is the appellant, this person will act as spokesperson or appoint a representative. In this case, a special letter will be sent to the applicant stating that an appeal has been filed and that they or their representative will be called upon to act as an opposition spokesperson.

4. In accordance with Subsection 2.05.01.I, the rendering of a decision shall mean the filing of a written development order or a written denial of a development order in the office of the City Clerk.

5. Unless the order specifically states it is an order without prejudice, it is rendered with prejudice.

D. *Rehearing.*

1. If it is alleged that the Planning and Land Development Regulation Board or City Council, as the case may be, has overlooked or misapprehended some facts or points of law, a rehearing of any decision of the Planning and Land Development Regulation Board or City Council may be granted by the Planning and Land Development Regulation Board or City Council either on the motion of any member voting on the prevailing side, or on the motion of any person aggrieved by its decision. That motion shall be in writing, shall be filed with the Land Use Administrator within ten working days after rendition of the decision, and shall state its grounds.

2. If the Planning and Land Development Regulation Board or City Council decide to grant a rehearing, the movant shall notify by certified mail or hand delivery upon the City Clerk and all abutting property owners previously notified of the hearing, together with a notice stating the date, time, and place it will be orally presented to the Planning and Land Development Regulation Board or City Council.

3. The Planning and Land Development Regulation Board or City Council shall not rehear applications based upon the same facts or issues, but rather on new evidence not heard before or new law.

(Ord. No. 2009-26, §§ 6—9, 12-15-09)

Sec. 2.17. - Lot Binding, Unbinding, and Vacation of Easements.

2.17.01. *Short title/legislative findings and intent.* This section shall be known and may be cited as the "Palm Coast Lot Binding and Unbinding and Vacation of Easements Ordinance."

2.17.02. *Binding of lots.* A common owner of two or more adjoining subdivided lots or portions of subdivided lots may make application to the City for approval of the lots being bound for development purposes. No more than four lots may be bound together by the process set forth in this section. Lot binding, as set forth in this section, may be permitted solely for purposes of compliance with the land development regulations of the City as set forth in the City's Land Development Code.

2.17.03. *Application process.*

A. The owner of adjoining lots shall present a proposed lot binding agreement or an agreement that provides for the unbinding of lots which contains a full and complete legal description of all subdivision lots proposed to be bound together or unbound from one another to the City Manager or designee.

B. Each lot binding agreement shall provide, at a minimum, the following:

1. That the real property described shall be retained in and shall remain as a single, integral parcel, and shall not be sold or otherwise disposed of, or encumbered, in lesser constituent parcels.

2. That the agreement shall be binding upon all successors, heirs, executors, administrators or assigns of the owner and shall be a covenant running with the land.

C. Agreements unbinding lots shall be in a form approved by the City Manager after consultation with the City Attorney. Applications to unbind lots shall not create a nonconformity in accordance with Section 1.10.

2.17.04. *Approval authority.* The City Manager or designee, upon submittal of all appropriate information in accordance with the provisions of this section and upon making a finding that there are no easements that require vacation may approve the binding and unbinding of lots in accordance with this section; or if the City Manager or designee may determine that City easements required to be released, abandoned or vacated can be released abandoned or vacated in accordance with the provisions of Subsection 2.17.05. City Council shall approve the binding or unbinding of three or more lots.

2.17.05. *Effect of existence of easements.*

A. If private or public easements require release, vacation or abandonment at the time that the proposed binding lot agreement is approved, the owner shall present all documents needed to accomplish the release, vacation and abandonment. Documentation that any private easements have been released or relocated shall be provided to the City Manager or designee.

B. The City Manager or designee is hereby delegated the authority to release, vacate and abandon any public easements along any common lot line if it is determined that the City no longer needs the public easement and that any then current users of the public easement have no objection to the action or if a conditional action can facilitate the use of any required public easement. Said public easements may only be released, in accordance with this section if it is found that the lot owner has made an application for a building permit to construct a structure upon the easement.

C. The City Manager or designee may require the granting of easements or the imposition of other conditions as may be necessary prior to the approval of the binding or unbinding of lots.

2.17.06. *Fees.* The City Council may establish application fees from time-to-time relating to the

provisions of this section by adoption of a resolution that may be part of a general City fee resolution relating to diverse actions and activities of the City.

2.17.07. *Recording of agreements.*

A. Each approved lot binding or unbinding agreement together with the action releasing, vacating, abandoning, or granting any easement(s) shall be recorded in the Official Records of Flagler County (land records) at the expense of the owner.

B. After recordation, copies of the recorded lot binding or unbinding agreement and action relative to the easement(s) shall be provided by the owner to the City Manager or designee at the cost of the owner for recordation in the City's records. No such action shall take effect until recorded in the City's records.

(Ord. No. 2004-10, §§ 1—7, 5-4-04)

Editor's note— Inasmuch as Ord. No. 2004-10 was inadvertently omitted during the original codification of the Land Development Code, and at the discretion of the editor, the provisions of said ordinance have been designated as Section 2.17.

Chapter 3 - ZONING, USES, AND DIMENSIONAL STANDARDS

Sec. 3.01. - In General.

3.01.01. *Establishment of zoning districts.* The City of Palm Coast, Florida is hereby divided into the following zoning districts. Each zoning district allows a set of uses that are consistent with its purpose and also a set of land development regulations designed to achieve the purpose of the district.

A. AGR—Agriculture District

B. EST-1; EST-2—Rural and Suburban Estate Districts

C. SFR-1; SFR-2; SFR-3; SFR-4; SFR-5—Single-Family Residential Districts

D. DPX—Duplex Residential District

E. MFR-1; MFR-2—Multifamily Residential Districts

F. MHD—Mobile Home District

G. MPD—Master Planned Development District

H. COM-1; COM-2; COM-3—Commercial Districts

I. OFC-1; OFC-2—Office Districts

J. IND-1; IND-2—Industrial Districts

K. PSP—Public/Semipublic District

L. P&G—Parks and Greenways District

M. PRS—Preservation District

3.01.02. *Official zoning map.*

A. *Zoning district boundaries.* The boundaries of the zoning districts are hereby established and shall be delineated on the Official Zoning Map for the City. The Map shall be kept on file in the offices of the City Clerk and shall be the official record of the zoning designation of properties within the City.

B. *Establishment of the Master Planned Development (MPD) zoning district.* This chapter establishes the Master Planned Development (MPD) zoning district to replace the following mixed use zoning districts: Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD) and Planned Rural Development (PRD). These former mixed use zoning districts are now referenced in this Code as "former VGC-1," "former VGC-2," "former GCC," "former PUD," and "former PRD," and will remain on the Official Zoning Map; however, these districts are depicted by a hatch pattern that identifies them as "former" zoning districts. The map legend shall state that these hatched pattern zoning districts were designated prior to the adoption of the current Official Zoning Map, in effect as of November 16, 2008, and that after this date no parcels of land may be rezoned to any of the zoning districts designated as "former."

3.01.03. *Adoption, identification, and amendments.* The following shall apply to adoption and amendments to the Official Zoning Map:

A. The City of Palm Coast Official Zoning Map shall be adopted by ordinance of the City Council after considering the recommendations of the Planning and Land Development Regulation Board.

B. If, in accordance with the provisions of this LDC and F.S. ch. 163 , changes are made in district boundaries or other matter portrayed on the City of Palm Coast Official Zoning Map, such changes shall be entered on the Official Zoning Map after enactment of the amending ordinance.

C. Change of any nature shall be made on the Official Zoning Map or matter shown thereon except in conformity with procedures set forth in this LDC or in F.S. ch. 163 . Any unauthorized change shall be null and void and have no force or effect.

D. Regardless of the existence of purported copies of the Official Zoning Map that may from time-to-time be made or published, the Official Zoning Map shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the City.

E. Unless a prior Official Zoning Map has been lost or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment, in the office of the City Clerk.

3.01.04. *Future land use map—Zoning district compatibility.* All development in the City shall be consistent with the Comprehensive Plan and the Future Land Use Map (FLUM). Each future land use category contains a set of zoning districts that may be permitted within its boundaries. No property shall be rezoned unless it is to a district that is compatible with the future land use designation of the site. The following table correlates individual zoning districts with the compatible future land use categories.

Table 3-1: Future Land Use Map/Zoning District Compatibility

FLUM Land Use Category	Zoning Districts Permitted
Low-Density Residential	SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, and MPD
Residential	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, PSP, P&G, PRS, and MPD
Institutional	OFC-1, MPD, PSP, P&G, and PRS
Mixed Use	SFR-1, SFR-2, SFR-3, SFR-4, SFR-5, EST-1, EST-2, DPX, MFR-1, MFR-2, MHD, COM-1, COM-2, COM-3, OFC-1, OFC-2, IND-1, PSP, P&G, PRS, and MPD
Industrial	OFC-1, COM-2, COM-3, IND-1, IND-2, MPD, PSP, P&G, and PRS
Greenbelt	EST-1, EST-2, AGR, P&G, PSP, PRS, and MPD
Conservation	PRS
Development of Regional Impact	As approved by the Development of Regional Impact.
Master Planned Mixed Use	MPD

3.01.05. *Rules for interpretation of district boundaries.* Where uncertainty exists as to the boundaries of districts as shown on the City of Palm Coast Official Zoning Map, the following rules shall apply and shall be implemented by the Land Use Administrator:

A. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

B. Boundaries indicated as approximately following platted lot lines or parcel lines shall be construed as following such lot lines or parcel lines.

C. Boundaries indicated as approximately following City Limits shall be construed as following the City Limits.

D. Boundaries indicated as following railroad lines shall be construed to be midway between the rails of the main line.

E. Boundaries indicated as following shorelines shall be construed to follow the mean high water line, and in the event of change in the shoreline shall be construed as moving with the line.

F. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

G. Boundaries indicated as parallel to or extensions of features indicated above shall be so construed.

H. Where physical features such as streets, railroad lines, rivers, streams and such, existing on the ground are at variance with those shown on the City of Palm Coast Official Zoning Map, or in other circumstances not covered above, the Land Use Administrator shall make a written interpretation of the district boundaries.

I. The Land Use Administrator may require that a professional survey be submitted prior to making a boundary determination.

3.01.06. *Uses not permitted in the city.* The following uses may be permitted by a super majority vote of the City Council subsequent to an affirmative or negative recommendation by the Planning and Land Development Regulation Board. This is due to their potential incompatibility with current development trends in the City, their potential deleterious effects upon the public health, safety, and welfare, and the potential likelihood that they will create nuisances and significant adverse impacts upon adjacent land uses. The list is not all-inclusive and other uses found by the Land Use Administrator to be similar in nature and character to the listed uses shall also require approval by the City Council in the aforementioned manner.

Asphalt Manufacturing Plants

Animal Feed Lots and Livestock Operations

Bottle Clubs

Bulk Fuel Depot or Oil Refineries

Data Centers

Deep Well Injection of Waste Products

Dog Farms

Hog and Poultry Farms

Incinerator Plants

Junkyards, Salvage Yards

Motor Vehicle Race Tracks

Paper and Pulp Mills

3.01.07. *Uses not listed in this chapter.* The listing of permitted principal uses, special exception uses, accessory uses and limited uses in a zoning district is not meant to be all-inclusive, nor is the list of uses that are not permitted intended to be all inclusive. Uses not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the zoning district. The North American Industry Classification System manual, as amended, shall serve as a general guideline in making this determination. Based on the determination, the proposed use shall be classified in the same manner as those similar uses listed in terms of it being permitted as a principal, special exception, accessory, or limited use. The Land Use Administrator may also determine that other uses are not permitted on the basis that they are not similar in nature or character to the other uses listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

(Ord. No. 2016-4 , § 2, 3-15-16)

Sec. 3.02. - Residential Zoning Districts.

3.02.01. *Purpose of districts.*

A. *Agriculture Zoning District (AGR).* The purpose of the Agriculture District is to provide areas for limited agricultural, farming, and silviculture uses. The development of detached single-family dwellings and accessory uses, including home occupations common to rural areas, is also permissible.

B. *Suburban and Rural Estate Zoning Districts (EST-1 and EST-2).* The purpose of the Estate Districts is to provide areas for detached single-family dwellings and accessory uses on estate-sized lots to create very low-density neighborhoods in suburban and rural areas.

C. *Single-Family Residential Zoning Districts (SFR-1, SFR-2, SFR-3, SFR-4, and SFR-5).* The purpose of the Single-Family Residential Districts is to provide areas for detached single-family dwellings and accessory uses in low to medium density residential neighborhoods.

D. *Duplex (DPX).* The purpose of the Duplex District is to provide areas for two-family residential structures, combined with single-family and attached homes, in medium-density residential neighborhoods.

E. *Multifamily Residential Zoning Districts (MFR-1 and MFR-2).* The purpose of the Multifamily Residential Districts is to provide areas for attached housing, and medium to high-density apartments or condominiums. These districts also provide opportunities for assisted living or nursing homes and townhouse development.

F. *Mobile Home Zoning District (MHD).* The purpose of the Mobile Home District is to provide areas for detached mobile or manufactured home dwellings in low to medium density manufactured/mobile home parks or master planned residential subdivisions.

3.02.02. *Residential Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-2. Residential Zoning Districts—Use Table

USES	SFR-1	SFR-2	SFR-3	SFR 4 & 5	EST-1	EST-2	AGR	DPX	MFR 1 & 2	MHD	MPD [1]
RESIDENTIAL											
Adult Family Care Home	P	P	P	P	P	P	P	-	-	-	P
Assisted Living Facilities	-	-	-	-	-	-	-	-	P	-	P
Boarding and Rooming Houses	-	-	-	-	-	-	-	-	S	-	P
Cluster Development **(L)**	P	P	P	P	P	P	-	P	-	-	P
Community Residential Homes (1-6 persons) **(L)** [2]	P	P	P	P	P	P	P	P	P	P	P
Community Residential Homes (7-14 persons) **(L)** [2]	-	-	-	-	-	-	-	-	P	-	P
Duplex **(L)**	-	-	-	-	-	-	-	P	-	-	P
Family Child Day Care Home, Small	P	P	P	P	P	P	P	-	-	-	P
Family Child Day Care Home, Large	-	-	-	-	S	S	P	-	S	-	P
Farm Worker/Labor Housing	-	-	-	-	-	S	P	-	-	-	-
Mobile Home Parks **(L)**	-	-	-	-	-	-	-	-	-	P	-
Mobile / Manufactured Home Subdivision **(L)**	-	-	-	-	-	-	-	-	-	P	-
Multifamily Dwellings **(L)**	-	-	-	-	-	-	-	-	P	-	P
Neotraditional Development **(L)**	P	P	P	P	-	-	-	-	P	-	P

Nursing Homes	-	-	-	-	-	-	-	-	P	-	P
Recovery Residence (1-10 persons) (L)	P	P	P	P	P	P	P	P	P	P	P
Recovery Residence (11-20 persons) (L)	-	-	-	-	-	-	-	-	S	-	P
Single-Family Detached Dwelling Units	P	P	P	P	P	P	P	P	-	-	P
Townhouses **(L)**	-	-	-	-	-	-	-	P	P	-	P
NONRESIDENTIAL											
Adult Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Agriculture, Silviculture, and Other **(L)**											
Agricultural Uses, bona fide uses (except feedlots)	-	-	-	-	-	S	P	-	-	-	-
Animal Husbandry	-	-	-	-	-	S	S	-	-	-	-
Aviaries	-	-	-	-	-	A	A	-	-	-	-
Crop Production	-	-	-	-	-	P	P	-	-	-	-
Equestrian Activities and Uses	-	-	-	-	-	P	P	-	-	-	P
Farm Animals (other than horses)	-	-	-	-	-	S	P	-	-	-	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	-	-	-	-	-	-	P	-	-	-	-
Horses	-	-	-	-	P	P	P	-	-	-	P

Silviculture	-	-	-	-	-	-	P		P	P	P
Sod Farms	-	-	-	-	-	-	P	-	-	-	-
Bed and Breakfast Inns	-	-	-	-	S	S	S	-	S	-	P
Cemeteries **(L)**	-	-	-	-	-	S	P	-	-	-	P
Child Day Care Centers	-	-	-	-	-	-	-	-	S	-	P
Home Based Businesses **(L)**	A	A	A	A	A	A	A	A	A	A	A
Kennels and Pet Boarding[3]	-	-	-	-	-	-	P	-	-	-	P
Marina (Noncommercial) **(L)**	A	A	A	A	A	A	A	A	A	A	A
Marina (Commercial) **(L)**	S	S	S	S	S	S	S	S	S	S	P
Mining and Soil Extraction **(L)**	-	-	-	-	-	-	S	-	-	-	-
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	P
Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	P	P
RV Parks and Camps **(L)**	-	-	-	-	-	-	S	-	-	-	P
Schools, Elementary and Secondary (public and private, including charter schools) **(L)**	P	P	P	P	P	P	P	P	P	P	P
Short-term Vacation Rental[4]	P	P	P	P	P	P	P	P	P	P	P
Veterinary Clinics and Services	-	-	-	-	-	S	P	-	-	-	P
Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	P	-	-	-	-
Wireless Communication Facilities **(L)**	L	L	L	L	L	L	L	L	L	L	L

Footnotes for Table 3-2:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] Community Residential Homes are regulated by Florida Statute 419.001. Large Community Residential Homes having a number of residents between 7-14 are also subject to proximity regulations within the statute. Community Residential Homes due to the occupancy number of beds may have additional requirements under Florida Building Code comparatively to Single-Family Residential homes.

[3] Only on residential lots of 2.5 acres or greater.

[4] Short-term Vacation Rentals are subject to the requirements of Chapter 17, Article V of the Code of Ordinances.

3.02.03. *Residential Districts—Dimensional Standards.* Section 3.03 and Section 3.04 establishes additional standards for selected residential districts. The following table contains the dimensional standards for the various uses allowed in each residential district:

Table 3-3: Residential Zoning Districts—Dimensional Standards

Standard	SFR-1	SFR-2	SFR-3	SFR-4	SFR-5	EST-1	EST-2	AGR	MHD	DPX	MFR-1	MFR-2
Minimum Lot Size	6,000 sq. ft.	7,500 sq. ft.	10,000 sq. ft.	12,000 sq. ft.	20,000 sq. ft.	1.0 acre [1]	2.5 acres [1]	5 acres [2]	4,000 sq. ft	9,000 sq. ft. [3]	2,500 sq. ft. [3]	2,500 sq. ft. [3]
Minimum Development Site Size	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1 acre	N/A	3 acres [4]	4 acres [4]
Minimum Lot Width [5]	50'	60'	80'	80'	100'	100'	150'	200'	40'	30'/80 [6]	25'/100' [6]	25'/100' [6]
Maximum Density (units per acre) [7]	7.0	5.0	4.0	3.0	2.0	1.0	0.4	0.2	8.0	8.0	8.0	12.0
Minimum Living Area (square feet)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	600	800 [12]	650	650
Minimum Front Setback [8]	20'	20'	25'	25'	25'	25'	25'	50'	10'	25'	25'	25'
Minimum Rear Setback [8]	10'	6.5'	10'	15'	20'	25'	25'	50'	10'	10'	20'	20'
Minimum Rear Street Setback [8]	15'	15'	15'	15'	15'	20'	25'	25'	10'	15'	25'	25'
Minimum Interior Side Setback [8]	5' [9]	7.5'	7.5'	7.5'	10'	10'	15'	25'	5'	7.5' [9]	10' [9]	10' [9]

Minimum Street Side Setback [8]	15'	15'	20'	20'	20'	20'	25'	25'	10'	20'	20'	20'
Maximum Impervious Surface Ratio (ISR) [10]	0.75	0.75	0.70	0.70	0.50	0.50	0.50	0.25	0.70	0.70	0.70	0.70
Maximum Building Height [11]	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	50'	60'

Table 3-3 Footnotes:

[1] Residential lots in the EST-1 and EST-2 Districts shall have a contiguous upland area of at least 12,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[2] Residential lots in the AGR District shall have a contiguous upland area of at least 20,000 square feet. Residential lots utilizing well or septic systems shall have a contiguous upland area of at least one acre.

[3] Minimum lot size 4,000 sq. ft. per lot for a legally divided duplex lot. Minimum lot size is shown for a townhouse lot in the MFR Districts.

[4] Minimum size for a manufactured/mobile home park in the MHD District and for multifamily development sites in the MFR-1 and MFR-2 Districts.

[5] Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet.

[6] Twenty-five-foot minimum lot width for townhouse lots; 100-foot minimum lot width for multifamily development sites. Thirty-foot minimum lot width per lot for a legally divided duplex lot. Eighty-foot minimum lot width for a detached single-family dwelling on a lot in the DPX District.

[7] See Section 3.05 regarding density calculation methodology.

[8] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds.

[9] The minimum interior side yard setback for townhouses shall be zero feet. Detached single-family dwellings in the existing subdivisions that were zoned for detached single-family dwellings in the former TWN District shall be zero feet on one side and a minimum distance of 15 feet between each dwelling unit.

[10] See Section 3.05 for ISR calculation methodology.

[11] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone.

[12] The minimum living area requirement noted is per unit for a duplex. A single-family dwelling on a duplex lot must meet a minimum requirement of 1,200 square feet for living area.

(Ord. No. 2009-26, § 10, 12-15-09; Ord. No. 2015-9 , § 3, 8-4-15; Ord. No. 2018-02 , § 3, 2-6-18)

Sec. 3.03. - Nonresidential and Mixed Use Zoning Districts.

3.03.01. *Purpose of districts.*

A. *Neighborhood, General, and High Intensity Commercial Zoning Districts (COM-1, COM-2, and COM-3)*

1. The purpose of the COM-1 (Neighborhood Commercial) District is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet the day-to-day retail and service needs of nearby residents.

2. The purpose of the COM-2 (General Commercial) District is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities.

3. The purpose of the COM-3 (High Intensity Commercial) District is to provide areas for the most intensive commercial uses including, but not limited to, those that focus on automobile sales and service, outdoor storage, and heavy traffic.

B. *Limited and General Office Zoning Districts (OFC-1 and OFC-2).*

1. The purpose of the OFC-1 (Limited Office) District is to provide areas for limited office development. This district is primarily intended to provide office support to larger institutional uses, such as medical offices surrounding hospitals. This district also allows for limited service and retail uses to meet the needs of office workers.

2. The purpose of the OFC-2 (General Office) District is to provide areas for various types of office uses, such as office parks, corporations, and other business and employment centers. This district also permits limited service and retail uses to meet the needs of office workers.

C. *Master Planned Development Zoning District (MPD).* The purpose of the Master Planned Development District is to provide areas where a variety of uses are mixed together in master planned developments and communities. This district utilizes cohesive architectural themes and emphasizes accessibility for pedestrians and bicyclists. Regulations for this district are intended to promote flexibility and creative land use planning and design concepts. The Master Planned Development District replaces the Village Center (VGC-1 and VGC-2), Golf Course Community (GCC), Planned Unit Development (PUD), and Planned Rural Development (PRD) zoning districts. Projects developed or approved within these former districts are bound to their respective Development Agreements and the uses that were formerly allowed in those districts; however, substantial revisions to a Development Agreement, as described in Subsection 2.09.07, will require an application under the terms and procedures of the Master Planned Development District and/or a rezoning. Subsection 3.03.04 establishes the development standards for the Master Planned Development District.

D. *Light and Heavy Industrial Zoning Districts (IND-1 and IND-2).*

1. The purpose of the IND-1 (Light and Warehousing Industrial) District is to provide areas for restricted industrial and warehouse uses of low to moderate intensities with minimal potential for off-site impacts. This district utilizes performance standards to ensure that impacts are controlled.

2. The purpose of the IND-2 (Heavy Industrial) District is to permit a wide range of intensive industrial uses, which include, but are not limited to, those that are major users of water, produce greater amounts of hazardous and regulated waste, storage of significant amounts of chemicals, produce air emissions, or substantially impact the landscape through mining and soil extraction. This district utilizes performance standards to ensure that impacts are controlled to protect the public health, safety, and welfare.

E. *Public/Semipublic Zoning District (PSP).* The purpose of the Public/Semipublic District is to provide areas for government owned facilities, religious institutions, civic buildings, community club facilities, educational/vocational facilities, nonprofit organization facilities, and essential

public services including, but not limited to, transit facilities, water and sewer utility plants and related facilities, and electrical power substations.

F. *Parks and Greenways Zoning District (P&G).* The purpose of the Parks and Greenways District is to provide areas for various parks including active recreational facilities as well as passive open spaces that provide for recreational opportunities. This district also includes areas for historical sites, outdoor museums, golf courses, driving ranges, and associated facilities.

G. *Preservation (PRS).* The purpose of the Preservation District is to provide for the protection of valuable and unique natural resource areas. This district allows minimal development for the purpose of providing public accessibility and basic facilities only.

3.03.02. *Nonresidential and Mixed Use Districts—Allowable Uses.* The following table contains a list of uses allowed in each district, and specifies if they are permitted by right (P) or if they require special exception approval (S) in accordance with Chapter 2. Uses permitted only as accessory to a principal use are noted with an (A). All uses marked with an (L) have additional limitations specific to that use listed in Chapter 4.

Table 3-4. Nonresidential and Mixed Use Zoning Districts—Use Table

Specific Use Type	**COM-1**	**COM-2**	**COM-3**	**OFC-1**	**OFC-2**	**IND-1**	**IND-2**	**PSP**	**P&G**	**PRS**	**MPD**[1]
Civic, Nonprofit and Institutional											
Civic Uses: town hall, libraries, museums	P	P	P	P	P	S	-	P	-	-	P
Civic Uses: police, fire, postal service	P	P	P	P	P	P	S	P	-	-	P
Civic Clubs and Fraternal Organizations (L)	P	P	P	P	P	-	-	P	-	-	P
Hospice Services	S	P	P	S	P	-	-	P	-	-	P
Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g., Humane Societies) (L)	P	P	P	P	P	-	-	P	-	-	P
Eating, Drinking and Entertainment											

Adult-Oriented Businesses (L)	-	-	-	-	-	-	P	-	-	-	-
Drinking Establishments (without outdoor entertainment) (L)	-	P	P	-	-	-	-	-	-	-	P
Drinking Establishments (with outdoor entertainment) (L)	-	S	P	-	-	-	-	-	-	-	P
Beer, Wine, and Liquor Stores (L)	P	P	P	P	P	-	-	-	-	-	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries	P	P	P	P	P	S	-	P	-	-	P
Microbreweries, Micro Distilleries (L)	-	S	P	-	-	P	-	-	-	-	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens (L)	A	PA	PA	-	-	PA	-	A	A	-	PA
Performing Arts Facilities (e.g. dinner theaters)	S	P	P	-	-	-	-	P	-	-	P
Pizza Delivery Establishments and Takeout Places	P	P	P	P	P	S	-	-	-	-	P
Restaurants, Fast Food (L)	-	P	P	-	-	-	-	-	-	-	P
Restaurants, Sit-Down	P	P	P	P	P	-	-	-	-	-	P
Educational Facilities											
Elementary/Secondary Schools (public and private) (L)	P	P	P	P	P	-	-	P	-	-	P
Colleges/Universities	S	S	P	S	P	-	-	P	-	-	P

Industrial Uses (L)											
Manufacturing, Heavy (L)	-	-	-	-	-	S	P	-	-	-	P
Manufacturing, Light (L)	-	-	-	-	-	P	P	-	-	-	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	P	P	-	-	-	P
Mining and Soil Extraction (L)	-	-	-	-	-	-	S	-	-	-	-
Laboratories											
Medical and Diagnostic Laboratories	S	P	P	P	P	P	-	-	-	-	P
Dental Labs	P	P	P	P	P	-	-	-	-	-	P
Multiuse Building (L)	P	P	S	P	P	-	-	-	-	-	P
Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P
Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
Pharmacies [2]	-	P	P	P	P	-	-	-	-	-	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P

Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P
Recreation and Tourism											
Bed and Breakfast Inns	P	P	P	-	-	-	-	-	-	-	P
Electronic Game Promotion Establishments	-	S	P	-	-	-	-	-	-	-	P
Golf Courses, Driving Ranges, and Country Clubs	-	-	-	-	-	-	-	-	P	-	P
Hotels	-	P	P	P	P	-	-	-	-	-	P
Marinas (Commercial) (L)	P	P	P	P	P	P	P	P	S	-	P
Motels	-	P	P	-	-	-	-	-	-	-	P
Public Parks and Recreation Facilities	P	S	S	S	S	S	S	P	-	P	P
Recreation, Indoor	P	P	P	-	-	-	-	-	-	-	P
Recreation, Outdoor	-	S	P	-	-	-	-	P	P	S	P
RV Parks and Camps (L)	-	-	-	-	-	-	-	-	P	-	P
Shooting and Target Ranges (indoor)	-	-	S	-	-	P	-	-	-	-	P
Stadiums and Athletic/Sports Arenas	-	-	P	-	-	-	-	P	-	-	P
Residential											

Assisted Living Facilities, Nursing Homes	P	P	P	P	P	-	-	P	-	-	P
Caretaker's Dwellings	-	S	S	-	S	S	S	S	S	S	P
Community Residential Homes (7 to 14 residents)	-	-	-	-	-	-	-	-	-	-	P
On-site dwelling units for agents or employees of principal use.	-	-	-	-	S	-	-	S	S	S	P
Dormitories	S	S	S	-	-	-	-	S	-	-	P
Live Local Mixed-Use Residential Developments[3]	P	P	P	P	P	P	P	P	-	-	P
Retail Sales and Services											
Art Dealers	-	P	P	P	P	-	-	-	-	-	P
Automotive Parts (e.g. accessories and tires)	-	S	P	-	-	P	-	-	-	-	P
Building Material Stores (paint, hardware)	P	P	P	-	-	P	-	-	-	-	P
Clothing and Accessory Stores (e.g. shoes and luggage)	P	P	P	S	P	-	-	-	-	-	P
Retail (L)	P	P	P	-	-	-	-	-	-	-	P
Florists	P	P	P	P	P	-	-	-	-	-	P
Food and Beverage Stores (supermarkets and specialty foods)	P	P	P	P	P	-	-	-	-	-	P
Furniture and Home Furnishings Stores	P	P	P	-	P	P	-	-	-	-	P

Home Improvement Centers	-	P	P	-	-	P	-	-	-	-	P
Large-Scale Retail Centers (L)	-	P	P	-	-	-	-	-	-	-	P
Lawn and Garden Equipment and Supplies Stores	P	P	P	-	-	P	-	-	-	-	P
Model Home Centers (L)	P	P	P	P	P	-	-	-	-	-	P
Pet (domestic) Stores	P	P	P	-	-	-	-	-	-	-	P
Plant Nurseries	P	P	P	-	-	-	-	-	-	-	P
Photo Finishing	P	P	P	P	P	-	-	-	-	-	P
Small Box Discount Stores [4]	-	P	P	-	-	-	-	-	-	-	P
Sporting Goods, Hobby, Book and Music Stores	P	P	P	P	P	-	-	-	-	-	P
Used Merchandise Stores	S	P	P	-	-	-	-	-	-	-	P
Service, Business											
Printing and Publishing	S	P	P	S	P	P	S	-	-	-	P
All other business services	P	P	P	P	P	P	P	-	-	-	P
Service, Personal											
Adult Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Bail Bonding	-	S	P	-	-	-	-	-	-	-	P
Child Day Care Centers	P	P	P	P	P	-	-	-	-	-	P
Funeral Homes	S	P	P	S	P	-	-	-	-	-	P

Tarot Card, Psychic, and Palm Readings	-	S	P	-	-	-	-	-	-	-	P
Tattooing, Body Piercing, and other Body Art	-	P	P	-	-	-	-	-	-	-	P
All other personal service uses	P	P	P	P	P	P	-	-	-	-	P
Service, Major											
Data Centers[5]	-	-	-	-	-	-	-	-	-	-	-
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	P	P	-	-	-	P
Kennels and Animal Boarding[6]	-	S	P	-	-	P	-	-	-	-	P
Landscaping Services	P	P	P	-	-	P	S	-	-	-	P
Machine Shops and Tool and Die	-	-	-	-	-	P	P	-	-	-	P
Repair Services for Commercial and Industrial Machinery and Equipment	-	S	P	-	-	P	P	-	-	-	P
Truck Stops	-	-	S	-	-	P	P	-	-	-	P
Training Facilities											
Automobile Driver Schools	P	P	P	P	P	-	-	P	-	-	P
Technical/Trade Schools	P	P	P	P	P	P	S	P	-	-	P
Trucks and Heavy Equipment Driving Schools	-	-	P	-	-	P	P	P	-	-	P
Utilities and Public Works											
Dredge Spoil Disposal	-	-	-	-	-	-	-	S	-	-	-

Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-	S	-	-	-
LP Gas Dealer and Bulk Storage	-	S	P	-	-	P	S	-	-	-	P
Municipal Pump Stations and Well Sites	P	P	P	P	P	P	P	P	P	S	P
Park and Ride Facilities	-	-	-	-	-	-	-	P	-	-	P
Power Generation and Distribution (electric and gas) Facilities	-	S	S	S	S	P	P	P	-	-	P
Public Works Facilities	-	-	-	-	-	P	P	P	-	-	P
Passenger Transit or Rail Stations	P	P	P	P	P	P	P	P	-	-	P
Vertiports for VTOL and eVTOL aircraft[7]	-	P	P	-	P	P	P	P	-	-	P
Solid Waste Transfer Stations	-	-	-	-	-	-	S	S	-	-	P
Wastewater Treatment Facilities	-	-	-	-	-	-	-	S	-	-	P
Water Supply Plants	-	-	-	-	-	-	-	S	-	-	P
Wireless Communication Facilities (L)	L	L	L	L	L	L	L	L	L	L	L
Vehicle Sales, Rental, Service, and Repair											
Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P

Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P [3]	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Quick Lubrication or Tire Replacement Shop	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P
Warehousing											
Miniwarehouses, Office Warehouses and Self-Storage	-	S	P	-	-	P	-	-	-	-	P
Warehouse/Distribution Facilities (≥50,000 sq ft)	-	-	S	-	-	P	P	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft)	-	S	P	-	-	P	P	-	-	-	P

Footnotes for Table 3-4:

[1] Only if use is specifically mentioned within the MPD Development Agreement. Uses must be consistent with the criteria established for Master Planned Developments in Chapter 2.09.04.

[2] A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. F.S. § 381.986 .

[3] New developments pursuant to the Live Local Act shall be authorized in accordance with Section 4.23, until the sunset of the Live Local Act on October 1, 2033, or as amended. Live Local Act developments shall be considered conforming after the sunset of the Act, as long as they maintain their affordability compliance as outlined in Section 4.23.

[4] If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07 Special Exceptions.

[5] Data Centers require a super-majority vote of the City Council pursuant to Section 3.01.06. In the event that the City Council approves a Data Center, it shall require a closed-loop cooling system, be limited to a zoning district of IND-1 or IND-2, and subject to meeting the Industrial Use Performance Standards of Section 4.14.02.

[6] In Mixed Use MPDs permitted in residential lots only if lot/parcel is 2.5 acres.

[7] Vertical Takeoff and Landing (VTOL) and Electronic Vertical Takeoff and Landing (eVTOL) aircraft takeoff and landing sites are known as vertiports. The locational siting and design of vertiports are subject to meeting requirements established by FDOT and the FAA, as amended. The operations for said aircraft shall meet any adopted FDOT or FAA regulations, as amended.

3.03.03. *Nonresidential and Mixed Use Districts—Dimensional Standards.* The following table contains the dimensional standards for the various uses allowed in each nonresidential and mixed use district. The following subsections contain additional standards for the various nonresidential mixed use districts.

Table 3-5. Nonresidential and Mixed Use Zoning Districts—Dimensional Standards

Zoning District Standard	COM-1	COM-2	COM-3	OFC-1	OFC-2	PSP	IND-1	IND-2	P&G	PRS	MPD
Minimum Lot Size	20,000 sq. ft.	20,000 sq. ft.	30,000 sq. ft.	15,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	20,000 sq. ft.	1 acre	N/A	N/A	N/A
Minimum Lot Width [1]	100'	100'	100'	100'	100'	100'	100'	150'	N/A	N/A	N/A
Maximum Impervious Surface Ratio (ISR)	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.65	0.20	0.05	N/A [2]
Maximum Floor Area Ratio (FAR)	0.30 [3]	0.40	0.50	0.40	0.40	0.30	0.35	0.35	0.10	N/A	0.55
Maximum Building Height [4]	50'	100'	75'	75'	100'	100'	65'	65'	35'	35'	100'
Interior Side and Rear Setbacks [5]	10'	10' [6]	10' [6]	10'	10'	10'	10'	15'	5'	5'	N/A
Minimum Building Setbacks from Streets:											
Arterial/Collector Road [7]	25'	25'	25'	25'	25'	25'	25'	35'	35'	35'	N/A
Local Road	20'	20'	20'	20'	20'	20'	25'	35'	10'	10'	N/A

Footnotes for Table 3-5:

[1] In no event shall the lot frontage on a street or access easement be less than 20 feet.

[2] See Subsection 3.03.04 for open space requirements.

[3] The gross floor area of a neighborhood shopping center shall not exceed 50,000 square feet.

[4] See Subsection 3.04.04 for height restrictions within the Palm Coast Parkway Overlay Zone. Additional height is permitted for appurtenances in the IND-2 District, as required by federal and state regulatory agencies. See Chapter 13 for additional restrictions on building height that may be applicable.

[5] See Section 3.05 for setback determinations and setback requirements for multistory developments adjacent to residential zoning districts and wireless communication facilities and equipment compounds. Fifteen percent wider width required for corner lots. See Chapter 9 for subdivision design standards. In no event shall lot frontage on a street or access easement be less than 20 feet. Minimum setback requirement is 25 feet when abutting the SFR, DPX, EST, AGR, PRS, and P&G Districts.

[6] A zero-foot interior side setback is permitted for a large-scale retail center with an approved master plan.

[7] Building abutting any specific arterial or collector road listed in Table 11-5 of Chapter 11 require a 35-foot setback to accommodate the landscape buffer.

3.03.04. *Master Planned Development (MPD) Zoning District Development Standards.* Requesting a rezoning to the Master Planned Development District is a voluntary process commenced by an applicant proposing a master plan for a unique, individually planned development which would not otherwise be permitted in any of the zoning districts established by this chapter. An application for rezoning to a Master Planned Development District shall show that the planned development will produce a functional, enduring, and desirable environment, with no significant adverse impacts to adjacent properties.

A. *Purpose.* The purpose of the Master Planned Development District is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this subsection to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community. Approval of a Master Planned Development Agreement will be based on the finding that the submittal results in one or more of the following:

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or
2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

B. *Intent.* The intent of the Master Planned Development District is to:

1. Encourage efficient land development through the use of innovative land use planning.
2. Encourage a more compatible and harmonious development of contiguous lands.
3. Permit the combining and coordinating of architectural styles, building forms, and building relationships within a development.
4. Provide for the planning, review, and approval of one or a combination of residential, commercial, industrial, recreational, and public land uses and structures that results in an organized development.

5. Minimize infrastructure costs through a more efficient arrangement of structures, utilities, on-site circulation, ingress, and egress than is permitted under conventional zoning and subdivision regulations.

6. Preserve to the greatest extent feasible environmental assets and natural amenities such as scenic and functional open space areas.

7. Establish specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary for the protection of the public health, safety, or welfare, or for the protection or preservation of lands either internal or external to the planned development.

C. *General requirements.*

1. *Comprehensive plan consistency.* The master planned development shall be consistent with the Comprehensive Plan. A Master Planned Development District is allowed within all Comprehensive Plan Future Land Use Map categories.

2. *Other ordinances.* All building and housing codes of the City are applicable to the Master Planned Development District; however, requirements for dimensional standards, parking, open space, and other land use regulations established in the master planned development plan may differ from those specific to the zoning district in which the development is located to achieve a higher level of quality. Special exceptions and variances are, therefore, not applicable to master planned development plans.

D. *Permitted uses, densities, and intensities.* All principal and accessory uses permitted within the Master Planned Development District, as provided for in Tables 3-2 and 3-4, noting that these uses are not meant to be exclusive, uses not listed in this chapter pursuant to Section 3.01.07 may be requested. All uses requested within a Master Planned Development District are subject to approval by the City Council based on consistency with the Comprehensive Plan and compatibility with the surrounding areas. The maximum gross residential density or nonresidential intensity permitted within any proposed master planned development shall not exceed the density or intensity permitted within the Comprehensive Plan Future Land Use Map category where the particular master planned development is proposed.

E. *Development standards.* All development standards including, but not limited to, lot sizes, setbacks, lot coverage, building height, lighting, architecture, landscaping, recreation, and open space shall be specified in the Master Planned Development agreement.

F. *Compatibility standards.* In order to ensure compatibility of the master planned development the following shall apply whenever the proposed development abuts a single-family detached residentially zoned development:

1. Residential lot arrangement at the master planned development property line(s), including width, depth, and area shall be consistent with the average width, depth, and area of the abutting existing neighborhood with a variation of no more than 25 percent less than the average;

2. Residential and nonresidential building height adjacent to residential zoning districts shall comply with the requirements of Chapter 13.

3. Nonresidential delivery and loading areas, dumpsters, and mechanical equipment shall be located away from property lines abutting residential areas.

4. Development shall be generally consistent with the Architectural Design Regulations contained in Chapter 13.

G. *Perimeter buffer requirement.* Whenever a master planned development abuts existing developments with lower density or intensity land uses, the City Council may impose perimeter buffer requirements in excess of the minimum requirements established in Chapter 11 in order to protect the privacy of existing adjoining uses including, but not limited to:

1. Structures, buildings, and streets located at the perimeter of the development shall be permanently screened in a manner that sufficiently protects the privacy and amenities of the adjacent existing uses.

2. Increased setbacks from the perimeter line may be imposed to protect privacy of adjacent existing uses.

H. *Vehicular and pedestrian access and parking.* The master planned development shall be designed in a way that integrates pedestrian, bicycle, and vehicular traffic circulation systems into the surrounding community. The development shall provide for safe and convenient access to public uses, common areas, and other community services, facilities, and activities located both within the proposed development and beyond its boundaries.

1. All uses within the master planned development shall have access to a public street either directly or indirectly via a private approach road, pedestrian way, court, or other area dedicated by a common easement guaranteeing access. Permitted uses are not necessarily required to front on a dedicated road. The City shall be allowed access on privately owned roadways, easements, and common open space to ensure the police and fire protection of the area, to meet emergency needs, to conduct City services and services of exclusive franchises, and to generally ensure the health and safety of the residents of the master planned development.

2. Vehicular access from individual lots or dwelling units onto arterial or collector streets within or adjacent to the development is discouraged.

3. Adequate parking and loading shall be provided in general conformance with regulations established in Chapter 5. However, the minimum number of parking spaces required may be modified, based on evidence that other standards would be more reasonable. A decision to reduce the number of parking spaces shall be based on technical information provided by a qualified consultant that verifies the reduction will not impair the functioning of the development or adjacent developments.

I. *Open space requirement.* A master planned development shall give priority to preservation and interconnection of wildlife corridors and wildlife preservation areas, including below grade crossings, if necessary. Open space should, to the maximum extent possible, preserve the most important environmental features on the site in their natural state or restrict these areas for passive outdoor recreational purposes only.

Master planned developments within a Development of Regional Impact are exempt from the open space requirements of this section, provided that the master planned development must comply and be consistent with the development of regional impact development order.

1. *Minimum required open space.* A master planned development shall be required to provide open space totaling 40 percent of its gross area. For a development with residential uses, at least 25 percent of the total required open space shall be common areas accessible to the public. Additional open space shall be, where possible, located and designed to achieve the following:

   a. Provide areas for informal recreation and pathways;

   b. Connect to adjacent open space, parks, bike paths, or pedestrian paths;

   c. Provide natural greenbelts along roadways; and

   d. Buffer adjacent land uses where appropriate.

2. *Open space requirement flexibility.* As an alternative to meeting the open space percentage noted above, an applicant may propose alternative solutions such as, but not limited to, green building principles, land donation, or other mechanisms that would justify the lower percentage.

3. *Permitted uses of open space.* For the purpose of this section, open space does not equate to pervious areas. Therefore, the following uses as permitted within the required open space area:

   a. Pervious areas including, but not limited to, conservation of natural, archeological, and historical resources; and woodlands, wetlands, ponds, lakes, wildlife corridors, landscape, and similar environmental or conservation-oriented areas.

   b. Walking or bicycling trails or paths paved with pervious or semipervious materials.

   c. Passive recreation areas such as playgrounds which meet the following standards:

      (1) Such areas do not exceed ten percent of the required open space; and

      (2) Such areas are located outside any conservation areas that include wetlands that qualify as moderate and optimal in Chapter 10.

   d. Easements for drainage and underground utility lines.

   e. Stormwater retention and detention ponds.

   f. Golf courses, disc golf, or similar open field based recreational areas.

4. *Prohibited uses of open space.*

   a. Roads and parking lots.

   b. Buildings, structures, and other impervious surfaces, except as necessary for residential walkways connecting to public sidewalks.

5. *Common open space and improvements.* All common open space, as well as public and recreation facilities shall be specifically included in the development plan and Master Planned Development Agreement.

   a. Common improvements associated with residential uses, including private or public parks, pools, recreation centers, or other facilities shall be constructed in conjunction with residential dwellings. Such facilities shall be completed at a rate equal to that which is capable of serving the number of completed residential units in the master planned development. Therefore, recreational facilities must be permitted and under construction prior to the issuance of the 25th permit of the units for which the improvements are intended.

   b. Public improvements must be backed by performance bonds issued to the City in a form and quantity acceptable to the Land Use Administrator. The Land Use Administrator must approve the bond prior to the issuance of the first residential permit.

   c. Improvements may be completed in phases as long as the capacity of the improvement is capable of serving the associated phase of development.

6. *Conveyance and preservation of open space.* Open space shall be preserved in perpetuity based upon the type of space and the user, as follows:

   a. Common open space, proposed for use of the master planned development owners and residents, shall be conveyed to a homeowners association or to a nonprofit organization whose principal purpose is the conservation of open space, to a corporation or trust owned or to be owned by the owners of the lots or dwelling units within the residential cluster development, or to owners of shares within a cooperative development. If such a corporation or trust is used, ownership shall pass with the conveyances of the lots or dwelling units. The conveyance shall be recommended to the City Council by the Planning and Land Development Regulation Board and shall be in a form approved by the City Attorney.

b. Open space associated with natural features including, but not limited to, wetlands and other environmentally sensitive areas shall be preserved in perpetuity via a conservation easement on a form approved by the City that shall be recorded with the Flagler County Clerk.

7. *Maintenance of common areas, stormwater conveyance system, and open space.* Homeowners or Property Owners Association Bylaws shall be required for a master planned development project and shall identify the party(ies) or person(s) responsible for maintaining the common areas, stormwater conveyance system, and open space, including multiuse trails open to the public.

J. *Existing golf course communities.* Existing golf courses communities located within the former Golf Course Community (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.

1. Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.

2. Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.

3. Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.

K. *Master planned development review and approval process.* The application for a master planned development and the rezoning, along with the required Master Planned Development Agreement, shall be submitted and approved in conformance with Chapter 2.

(Ord. No. 2009-26, §§ 11, 12, 12-15-09; Ord. No. 2012-3, § 2(Exh. 1), 5-1-12; Ord. No. 2015-08 , § 2, 7-21-15; Ord. No. 2015-9 , §§ 2, 4, 8-4-15; Ord. No. 2017-19 , § 3, 10-17-17; Ord. No. 2018-02 , § 4, 2-6-18; Ord. No. 2020-09 , § 2, 8-18-20)

Sec. 3.04. - Overlay Zones.

3.04.01. *Purpose and intent.* The intent of this section is to establish certain overlay zones within which special development restrictions are imposed. The land uses permitted within the underlying zoning districts remain undisturbed by the creation of the overlay zone.

3.04.02. *Wetland Probability zone.*

A. *Purpose.* The purpose of the wetland probability zone is to designate areas within the City containing significant wetland areas. The wetland probability zone is synonymous with the previous name wetland overlay zone.

B. *Delineation of wetland probability zone boundaries.* The wetland probability zone boundaries delineate areas in which aerial maps, the Future Land Use Map, or other sources of conceptual wetland mapping information indicate that the subject parcel or lot appears to meet at least one of the following conditions:

1. More than 50 percent of the land area within the parcel or lot contains wetlands as defined and protected under Chapter 10.

2. The parcel or lot contains wetlands that are part of a protected environmental or resource corridor or an integrated, non-isolated wetland system.

3. The location of the wetlands on the parcel or lot is situated in such a manner that the property's future development may be substantially restricted.

C. *Restrictions to future development within a wetland probability zone.* Although the wetland probability zone designation is an indication that a property's future development may be restricted due to the presence of wetlands, the designation itself does not entail any specific development regulations. Upon determination of the jurisdictional wetlands boundary by the St. Johns River Water Management District or other government designated entities and the application of Chapter 10, the parcel or lot is permitted to develop in accordance with the prescribed standards of its zoning district.

D. *Preserved wetland areas.* Preserved wetland areas may be used on a parcel or lot to meet setback requirements, to provide credit toward meeting landscape requirements, and to provide pervious area. Twenty-five percent of preserved wetland areas may count in the gross acreage used to calculate residential density in accordance with Section 3.05.

E. *Wetlands impacts.* The wetland probability zone designation neither precludes impacts to wetlands nor does it provide justification for wetland impacts. Chapter 10 contains the City's regulations regarding wetland impacts.

3.04.03. *Gateway Overlay Zone.*

A. *Purpose.* The purpose of the gateway overlay zone is to establish provisions that enable development of a unique hub located within the City's State Road 100 Community Redevelopment Area. This shall be accomplished by implementation of land development criteria promoting redevelopment that provides consistent landscape and architectural standards compatible with the approved Town Center Development of Regional Impact. At the same time, the City recognizes that there are existing uses, both nonresidential and residential, within the gateway overlay zone that need to remain as viable properties during the interim period before redevelopment can occur. The gateway overlay zone is intended to:

1. Ensure the roadways develop into a cohesive, scenic gateway;

2. Provide uniform design standards to establish high quality development;

3. Prevent disjointed, disorganized development caused by unplanned and uncoordinated uses, buildings, and structures; and

4. Maintain and enhance property values.

B. *Description of district.* The boundary of the gateway overlay zone is delineated on the Official Zoning Map and is generally described as being bounded on the west by Bulldog Drive, on the north by the northerly property lines of the Midway Park First Addition Subdivision and southeasterly to the northern lot lines of Whispering Pines Subdivision; on the east by the east lot lines of Whispering Pines Subdivision; and on the south by the northerly right-of-way line of State Road 100.

C. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban environment. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone as well as the following guidelines, which are unique to this zone.

1. *Building design, layout, and orientation.*

a. Buildings shall be organized to create or strengthen view corridors to significant natural or man-made features.

b. Building siting and orientation shall create a healthier pedestrian environment designed within the existing urban framework and linked to outdoor spaces including parks, plazas, and walkways.

c. When two or more buildings are proposed on a single lot of record, the primary building shall be oriented to face the public right-of-way.

d. Buildings shall be oriented to maximize pedestrian access and views of significant natural or man-made features, even if there is a primary façade on the public right-of-way.

e. Building orientation and massing should relate to nearby buildings and to the urban context, with off-street parking areas located to the sides and rear of the site.

f. In order to provide a unified design with the main structure and enhance the visual impact of outparcels on a site, all exterior façades of the outparcel buildings shall be considered primary façades and shall employ architectural and landscape design treatments similar to or compatible with the primary building and anchor tenant.

g. Secondary building entrances shall be considered when parking is located to the rear of the building to provide direct service and customer access to the store from parking areas as well as improve circulation between the parking lots and the street. Architectural embellishments, awnings, landscaping, and directional signage shall be used to mark the secondary entrance, and the design and building materials of the rear of the building shall be consistent with the front facade.

h. Corporate building design that is typically read as signage or branding is discouraged.

2. *Vehicular and pedestrian access and parking.*

a. Vehicular connection between the buildings, including the main structures and outparcels, is required to provide for safe and convenient vehicular movement within the site.

b. Interconnection of pedestrian walkways with the main structure and adjacent outparcels is required. Pedestrian walkways that are incorporated into parking areas or roadways shall be distinguished as such through the use of different materials.

c. The site plan shall be integrated with adjacent parcels to provide a logical, safe, and harmonious system of roadways and interconnecting bike paths and sidewalks.

d. Parking areas shall be designed to avoid the appearance of a large expanse of pavement, and shall be conducive to safe pedestrian access and circulation.

e. Joint or shared parking and cross-access are encouraged to create physical and visual linkages and to create more developable areas for commercial, institutional, and amenity uses.

3. *Maintenance and service areas.*

a. All maintenance and service areas shall be located in the rear of the buildings or, if a rear location is not possible, such areas shall be screened from public view.

b. Efficient access shall be provided to service drops and maintenance or trash collection areas.

D. *Building design.*

1. Building height shall not exceed 45 feet.

2. Buildings shall have architectural features and patterns that provide visual interest from the perspective of pedestrians and motorists. Buildings shall include substantial variation in

mass, such as articulation of vertical and horizontal planes, particularly in primary building facades.

3. Building facades shall be designed to avoid visual monotony. Landscaping may be employed to enhance the architectural features, but shall not be used in lieu of the following:

   a. Facades shall not exceed 30 horizontal feet and ten vertical feet without incorporation of two of the following elements:

      (1) A change in plane, such as an offset, reveal, or projecting rib. Such plane projections or recesses may include, but are not limited to, columns, planters, arches, and voids and shall be a minimum of 12 inches in depth, applied to at least 20 percent of the building length;

      (2) Control and expansion joints constitute a blank wall, unless used in a decorative pattern with varied materials or textures and spaced a maximum of ten feet on center. Relief and reveal depth shall be a minimum of three-quarters of an inch;

      (3) Architectural details, such as raised bands and cornices;

      (4) Awnings; or

      (5) Change in color and/or texture (banding alone does not constitute a change in color or texture).

   b. Facades that extend for more than 100 feet in length shall incorporate, in addition to two of the above requirements, at least one of the following elements:

      (1) A change in plane, such as an offset, reveal, or projection rib a minimum of 12 inches in depth, with a maximum spacing of 100 feet between features;

      (2) Prominent public entrance defined by substantive architectural features; or

      (3) Change in building material, such as split face block.

4. Facade treatments for primary and secondary facades shall include the following:

   a. Primary facades shall have at least two of the following elements for at least 60 percent of the width of the facade:

      (1) Public entrances;

      (2) Arcades or other roof treatment such as shutters or secondary roofs to provide pedestrian shade and facade interest;

      (3) Windows;

      (4) Awnings, associated with windows or doors; or

      (5) Foundation plantings adjacent to the building with a minimum width of five feet.

   b. Secondary facades shall incorporate two of the following design elements for primary facades:

      (1) The first floor of all buildings, including structured parking, shall be designed to encourage pedestrian-scale activity;

      (2) Overhangs/awnings shall be no less than five feet deep to protect pedestrians from inclement weather;

      (3) The highest point of a first floor awning on a multistory building shall not be higher than the midpoint between the top of the first story window and the second story windowsill;

(4) Accessory structures including, but not limited to, carwash buildings and gas station/convenience store canopies, shall have the same architectural detail, design elements, and roof design as the primary structure; or

(5) All additions, alterations, and accessory buildings shall be compatible with the principal structure in design and materials.

5. Fenestration details such as windows, awnings, covered arcades, sills, shutters, relieves, trims, pilasters, accent tiles, quoins, reveals, cornices, arches, and decorative vents shall be provided along a minimum of 60 percent of the façade length of the front elevation. If a side or rear elevation is contiguous to a public street or residential use, 40 percent of the elevation must have fenestration details.

6. Entrances.

a. Primary customer entrances shall face a public street. Buildings larger than 30,000 square feet located on corner lots shall provide customer entrances on both streets, or a corner entrance. Additional entrances are encouraged facing parking lots, plazas, lake fronts, and adjacent buildings. When a property is adjacent to multiple public streets, the street that carries the greatest volume of traffic is the preferred orientation for the main entrance.

b. A primary and a secondary entry feature design element listed below shall be provided at each customer entrance:

(1) *Primary.*

• Canopies, porte-cochere, or porticos.

• Wall recess or projection a minimum of 12 inches in depth.

• Covered arcades, a minimum of eight feet clear in width.

• Peaked roof forms.

• Arches, columns, or pilasters.

• Landscape planters a minimum width of five feet.

(2) *Secondary.*

• Overhangs, cornices, and eaves.

• Decorative moldings or trims around windows and doors.

• Covered public outdoor patio or plaza incorporated with entry area which is not part of a tenant space.

• Special pavers, bricks, decorative concrete, or similar marked pavement treatment.

• Architectural details, such as tile work or moldings.

• Landscape planters a minimum width of five feet.

7. *Roofs.*

a. Buildings shall have a recognizable top consisting of but not limited to: cornice treatments, roof overhangs with brackets, steeped parapets, and richly textured materials. Color bands, typically used for advertising, are prohibited.

b. A primary roof is the portion of the roof that covers the main area of the building. A secondary roof is the portion of the roof covering smaller extensions of the structure. A primary and a secondary roof design element, selected from those listed below, shall be incorporated into the design:

(1) *Primary.*

• Articulated parapet—The highest point of the parapet shall not at any point exceed 15 percent of the height of the supporting wall.

• Pitched roof with minimum 12 inches overhanging eaves.

• Three or more roof plane breaks or slopes per facade elevation.

• Any combination of the above.

(2) *Secondary.*

• Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams.

• Three-dimensional cornices with decorative moldings.

• Pediments, porticos, architectural features at entryways, or decorative towers.

E. *Pedestrian amenities.*

1. Where development abuts a collector or arterial road, walkways a minimum of five feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. Where development abuts a local road, walkways a minimum of four feet in width shall be provided from each adjacent perimeter public sidewalk to all customer entrances. All such walkways shall include the following:

a. One native canopy tree for each 30 linear feet with a maximum spacing of 50 feet between trees; trees may be massed to enhance views, create public spaces or otherwise improve the overall appearance of the project; and

b. A bench every 200 feet between the public right-of-way and the front customer entrance.

2. Walkways traversing vehicular use areas shall be accented with special pavers, bricks, decorative concrete, stamped concrete, or similar decorative pavement treatment consistent with the Town Center Development of Regional Impact theme.

3. Bicycle parking/storage shall be provided in accordance with Chapter 5.

F. *Service, utility, display, and storage areas.* In addition to the service, utility, display, and storage requirements of Chapter 13, developments within this district shall also meet the following requirements:

1. All utilities shall be located underground;

2. Outdoor storage of materials is prohibited;

3. Outdoor display of merchandise is permissible if the merchandise is related to the business occurring on the property, does not affect pedestrian and vehicular circulation, and can be stored either inside the building or in an area screened from public view when the business is not open; and

4. Vending machines located outside of buildings or structures are prohibited.

G. *Site lighting.*

1. Site lighting shall be provided along all streets, sidewalks, parking lots, steps/ramps, plazas, and other areas of high pedestrian use.
2. Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.
3. Light fixtures shall be consistent with Town Center Development of Regional Impact theme, style, materials, scale, proportion, color, and location.
4. Building lighting shall consist of light fixtures mounted on or near the building.
5. Areas to be lit shall have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and color. High design areas such as building facades, entries, and walkways shall receive the highest priority.
6. Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.
7. Light pole maximum heights: parking lots and access drives—30 feet; pedestrian walkways, terraces, plazas—20 feet.
8. Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.
9. Flood lighting, beacon, or search lights, except as limited by state of Florida or federal law, or drop lens fixtures are prohibited.
10. Animated lighting is prohibited.
11. See Chapter 9 for further site lighting criteria.

H. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within the gateway overlay zone. Quercus virginiana (live oak) shall be used as the street tree where properties abut State Road 100.

I. *Signage.* The provisions of Chapter 12 shall regulate all signs in the gateway overlay zone; however, off-site signs are prohibited.

3.04.04. *Palm Coast Parkway Overlay Zone.*

A. *Purpose.* The purpose of the Palm Coast Parkway overlay zone is to impose additional standards for new construction of nonresidential and multifamily development within its boundaries. The Palm Coast Parkway overlay zone is intended to:

1. Provide for additional access management controls to ensure that Palm Coast Parkway develops into an attractive functional roadway corridor meeting the needs of vehicles and pedestrians; and
2. Prevent disjointed, disorganized development caused by unplanned and uncoordinated building layout and design.

B. *Description of district.* The boundary of the Palm Coast Parkway Overlay Zone is delineated on the Official Zoning Map and is generally described as the corridor along Palm Coast Parkway between U.S. Highway 1 east to the Hammock Dunes Toll Bridge.

C. *Site plan submittal requirements.* Development within the overlay zone shall be subject to review and approval as outlined in Chapter 2.

D. *Site planning guidelines.* Site design shall specifically address the creation of an attractive, safe, and functional urban corridor. The requirements contained in Chapter 13 relating to general architectural design shall apply to lands within this overlay zone.

1. Building design, layout, and orientation.

2. Vehicular and pedestrian access and parking.

3. Mechanical equipment, utilities, and storage areas.

E. *Building height.* The maximum height permitted within the Palm Coast Parkway overlay zone is 50 feet, inclusive of all appurtenances, except for wireless telecommunication facilities.

F. *Landscape standards.* The requirements contained in Chapter 11 shall apply to lands within this overlay zone. Quercus virginiana (live oak) shall be used as the street tree.

G. *Signage.* The provisions of Chapter 12 shall regulate all signs in the Palm Coast Parkway overlay zone; however, off-site signs are prohibited.

3.04.05. *Airport Area Economic Development Incentive.*

A. *Purpose.* The Palm Coast/Flagler County Airport Area Master Plan proposes specific areas for targeted economic development called Economic Development Areas (EDA). The Airport Area Economic Development Incentive specifies allowable uses and development standards for each EDA. These uses and standards are intended to encourage the development of targeted businesses and other industries at specific locations. The Airport Area Economic Development Incentive can be applied to three distinct areas, which are expected to develop with different intensities and development patterns: EDA-1, EDA-2, and EDA-3 (see Exhibit A to Ord. No. 2009-17).

In order to encourage the desired development to occur within the EDAs specific location-based incentives have been developed. Property-owners (agents) that seek development approval through the Master Planned Development (MPD) rezone process may apply for the location-based development incentives. In addition to the location-based incentives, MPD projects located within the EDAs may also apply for performance-based bonuses. This section (1) introduces the EDA areas and the associated location-based incentives, (2) outlines the processes to access the location-based incentives and (3) introduces performance-based development bonuses that may be available to qualifying development.

Portions of EDA Areas 1, 2, 3 are currently outside City boundaries. Airport Opportunity Areas A and C are currently outside the City boundaries.

B. *Economic development areas.*

EDA #1 is located adjacent to the southeast side of the airport between the airport's boundary and Seminole Woods Boulevard. EDA #1 is intended to provide for industrial and office development that is compatible with the continuing operation and expansion of the Flagler County Airport.

EDA #2 is located on the north side of Seminole Woods Boulevard. EDA #2 is intended to provide for compact mixed-use development. This area shall be developed as a neighborhood center characterized by employment and retail opportunities. Development shall emphasize pedestrian connectivity to the surrounding residential areas and established neighborhoods.

EDA #3 is located between I-95 and Old Kings Highway. EDA #3 is intended to attract larger corporate office development and foster the development of a campus-like corporate park or an industrial park. Potential users include corporate offices, hotels, higher-density residential, and support uses that benefit from the close proximity to, and with high visibility from, Interstate 95.

C. *Opportunity Areas A and C.*

Opportunity Area A is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is located within Flagler County, is approximately 30 acres, and has commercial zoning. This site was identified as Opportunity Area A in the 2009 Palm Coast/Flagler County Airport Master.

Opportunity Area C is located on SR 100 north of the airport and across from Palm Coast's State Road 100 Community Redevelopment Area and the Gateway Overlay Zone. This area is approximately 81 acres, located within Flagler County and has PUD zoning. This site was identified as Opportunity Area C in the 2009 Palm Coast/Flagler County Airport Master Plan.

D. *Applicability.* The development incentives and development standards contained in this section shall apply to all new development and redevelopment of sites within the EDAs and Opportunity Areas A and C. The incentives and standards are intended to encourage targeted industry development within the EDAs to promote superior site and building design, and improve the functional arrangement of buildings and site components, such as parking, utilities, loading, and service areas and promote a shared vision and compatible built environment as it relates to the SR 100 corridor, which includes the City of Palm Coast's Community Revitalization Area (CRA), Gateway Overlay Zone and Towncenter Master Planned Development (MPD) related-development on the northern side of SR 100.

E. *Approval process.* Owners of property within the EDAs have the option of developing under two scenarios as follows:

1. *Current zoning based (entitlement) development.* Applicants have the option of developing their properties subject to the zoning classification of the property. Properties developed based on their current zoning are not eligible for any incentives.

2. *Rezone to Master Planned Development (MPD).* Rezone the property to MPD which will qualify the property for incentives as follows:

   a. Location-based incentives detailed in Subsection E.

   b. Performance-based incentives that are outlined in Subsection F.

F. *Location-based development incentives.* In order to encourage economic development and job creation at the Economic Development Areas and implement the economic development objectives of the Palm Coast/Flagler County Airport Area Master Plan, the following location-based incentives may be utilized by development reviewed through the MPD process. Note that incentives may restrict building height and/or open space in certain areas. The existing zoning development thresholds are shown to illustrate the Overlay areas' incentives.

Economic Development Area 1

	Current Zoning Thresholds				
	City of Palm Coast			**Flagler County**	
Regulations	PSP	COM-2	IND-1	IND-PUD	Incentives*
Open Space	30%	30%	30%	(1)	30%
Height	100' [2]	100' [2]	65' [2]	(1) [2]	100' [2]
FAR	.30	.40	.35	(1)	.50

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location-based incentives available only through development participating in MPD process.

Economic Development Area 2

Regulations	Flagler County Current Zoning Thresholds			Incentives*	
	AC	**NRC PUD**	**PUD**	**Mixed Use and Non-Residential**	**Residential**
Open Space	75%	(1)	(1)	40% area wide	40% area wide
Height	No Max. [2]	(1) [2]	(1) [2]	75' [2]	45' [2]
Res. Density	1 unit/20 acres	1 unit/acre	1 unit/acre	12 units/acre	10 units/acre
FAR	N/A	(1)	(1)	.50	N/A
ISR	.25	(1)	(1)	.60	N/A

(1) To be determined during the development agreement approval process.

(2) Must comply with the Airport Approach Hazard Overlay and FAR 77 requirements.

* Location based incentives available only through development participating in MPD process.

Economic Development Area 3

Regulations	Flagler County Current Zoning Thresholds	Incentives*

[redacted]	AC	[redacted]
Open Space	75%	40% per site
Height	No Max.	100' [1]
Res. Density	1 unit/20 acres	Min. 8 to Max. 12 units/acre
FAR	N/A	.55
ISR	.25	.60

(1) To be determined during the development agreement approval process.

* Location based incentives available only through development participating in MPD process.

G. *Performance based development bonuses.* Performance-based development bonuses may be available for projects that are located within one of the EDAs and that are also utilizing the MPD approval process. These additional bonuses are meant to complement any financial or other incentives that may have been offered by the City to attract targeted developments to the economic development areas and do not exclude the use of additional incentives. These additional incentives shall be based on specific project design and/or satisfaction of other performance criteria as stipulated by the City through the use of a development agreement. Approval of the bonus, including terms and conditions shall be negotiated by the applicant with the City, on a case-by-case basis. Any potential incentives, developed during the negotiations with City, shall be detailed in an associated development agreement. Final approval of the development agreement and the potential use of incentives that may be utilized by the applicant will be at the discretion of the City Council.

1. *Non-residential intensity (floor area ratio-FAR) bonus.*

   a. Developments that incorporate the use of green building practices (as identified by the United States Green Building Council and/or the Florida Green Building Coalition including but not limited to, green roofs, energy efficient windows, solar energy, reused or recycled materials, renewable materials, use of grey water, etc.) in the design and materials of a building, and can demonstrate a significant energy and water consumption reduction may receive a maximum increase of 0.25 FAR.

   b. The use of shared parking helps reduce the amount of paved surface in the case of surface parking, or building mass in the case of structure parking. Therefore, mixed-use projects within the EDA overlay using the shared parking standards would be eligible for an increase of 0.25 FAR.

2. *Open space requirement reduction bonus.*

   a. Stormwater management facilities are considered "open space" for the purpose of meeting the open space requirement. Combining such facilities with neighboring properties may decrease the need for buffers around ponds. Therefore, the use of shared or off-site stormwater management facilities for multiple developments may

allow for a reduction in the open space requirement of the master plan development by up to five percent.

b. Developments within the EDA overlay may reduce the open space requirement by a maximum of five percent if the development incorporates the use of a permeable or semi-permeable surface for parking spaces. The amount of permeable/semi-permeable surface shall be no less than the proposed reduction in open space. In no case shall stormwater requirements be reduced. Stormwater management facilities shall meet all applicable City and St. Johns River Water Management District rules and regulations.

3. *Parking space requirement reduction bonus.* The City encourages development design and use concepts that provide transportation alternatives that may reduce the dependence on and the use of automobiles. The use of Transportation Demand Management (TDM) practices in the design and construction of development projects may qualify a project for a reduction in minimum parking space requirements by a maximum of ten percent. TDM practices and facilities include but are not limited to:

- Inclusion of employee drop-off and pick-up areas in the development;
- Inclusion of cab (taxi) stand areas in the development;
- Inclusion of on-site, employee service facilities such as, daycare facilities, cafeterias, etc., in the development;
- Inclusion in project design and development of improved connections to planned or existing bike or pedestrian paths to the facility;
- Provision of bicycle storage facilities (racks/lockers) and changing facilities for employees (locker rooms and showers); and
- Inclusion in project design and development of facilities to accommodate planned or existing mass transit (buses). This may include, but is not limited to, bus turnouts, bus shelters, bus lanes, and park and ride lots.

4. *Setback requirement reduction bonus.* The minimum required setbacks may be reduced by a maximum of five feet for the front setback and two feet for the rear and side setbacks if additional landscaping (must exceed 20 percent of the required plant material and provide a variety of species) is provided within the required buffer yards. Setback reductions are not available for parcels local on the following roadways: Seminole Woods Boulevard, Belle Terre Boulevard, and Old King's Road.

5. *Green development LEED certification (fee refund).* The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. The Florida Green Building Coalition (FGBC) also offers Green Building certification. If a completed project receives a LEED certification from the USGBC, the developer may request a refund up to 60 percent of the associated Rezoning Application Fee and Technical Site Plan Application Review Fee. The applicant shall provide the City acceptable documentation of the project receiving LEED certification from the USGBC. If a completed project receives a Green Building certification from the FGBC, or an equivalent certification (such as the National Association of Home Builders National Green Building Standards), the developer may request a refund up to 40 percent of the associated Rezoning Fees and Site Development Review Fees. The applicant shall provide the City acceptable documentation of the project receiving LEED certification and Green Building certification

from the USGBC and the FGBC respectively, or documentation of an equivalent certification. The development agreement associated with the MPD project seeking this refund must contain language stating that the developer will be seeking said refunds upon completion of the project and after issuance of the certificate of occupancy.

Specifically for Opportunity Areas A and C, state and federal wetland permitting standards shall be considered as acceptable documentation to verify compliance with the City's ULDC and Comprehensive Plan.

(Ord. No. 2009-17, § 3(Exh. A), 7-21-09; Ord. No. 2015-9 , § 2, 8-4-15; Ord. No. 2018-14 , § 3(Exh. A), 5-15-18)

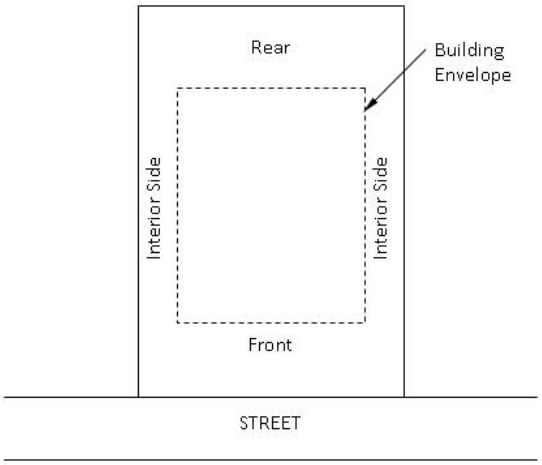
Sec. 3.05. - Interpretations.

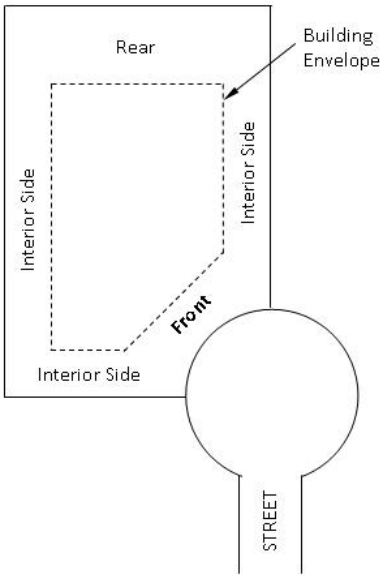
3.05.01. *Lot width and frontage.* Lot frontage shall be measured along the front property line, while lot width shall be measured along the front setback line.

3.05.02. *Building setbacks.* Building setbacks shall be measured from the property line or, if applicable, from the edge of a private street or the boundary line of an access easement located on the subject property to the wall of the building. The required building setbacks determine the building envelope. In no event shall a structure encroach within an easement, inclusive of eaves, unless specifically approved by the Land Use Administrator.

A. *Determining building setbacks.* Front, side, and rear yard setbacks shall be determined based on the following. In cases of uncertainty, the Land Use Administrator shall determine the setbacks based on the following guidelines:

1. The front yard setback shall be considered that portion, typically along the lot's narrowest part, which abuts the street or roadway where access is provided. Consideration shall be given to a structure's orientation in making a front yard setback determination (i.e. the front of a building faces the front of the lot).
2. The rear yard setback typically runs parallel to the front yard setback and does not connect to the front yard setback.
3. The side yard setbacks connect the front and rear setbacks and are perpendicular to them on square or rectangular lots.
4. Front setback on flag lots shall be measured at lot width and the lot frontage shall be determined on a case-by-case basis with consideration to surrounding property and dwelling unit orientation.


Rear
Building Envelope
Interior Side
Interior Side
Front
STREET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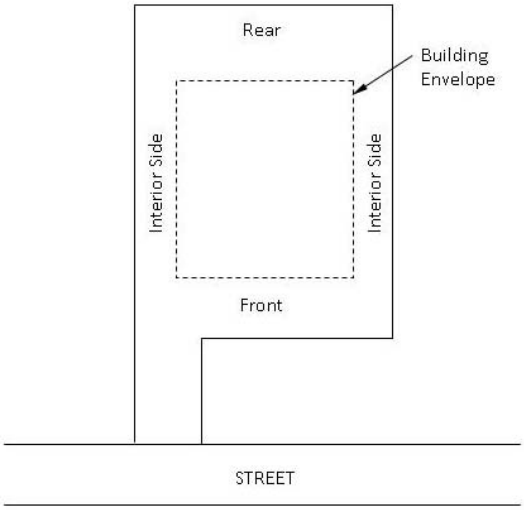
Rear
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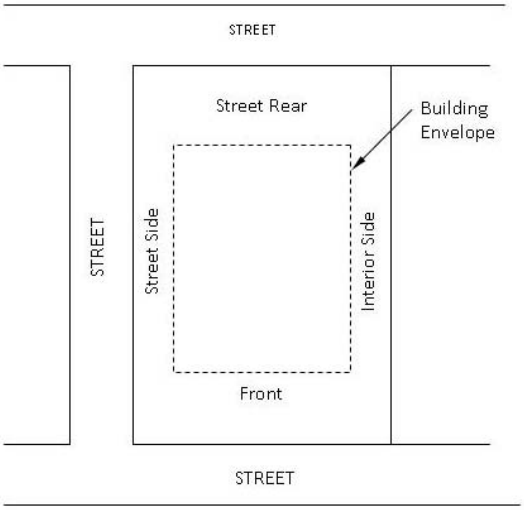
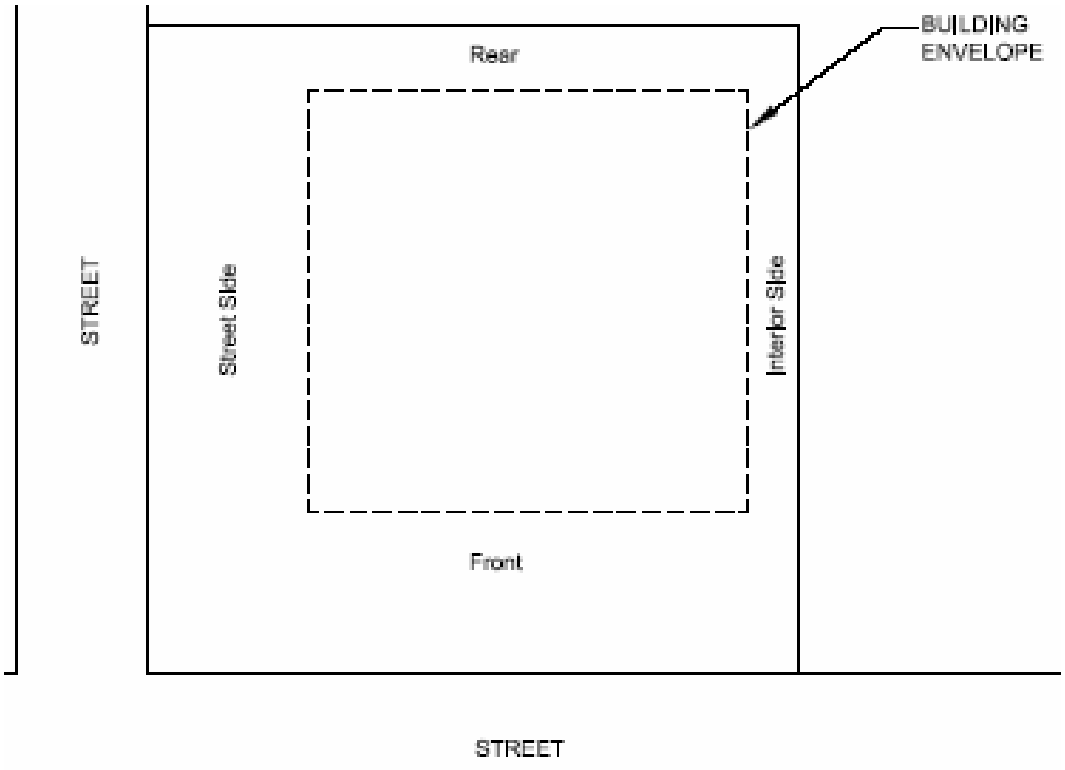
Interior Side
Interior Side
Front
STREET


STREET
Street Rear
Building Envelope
STREET
Street Side
Interior Side
Front
STREET



B. *Permitted improvements within the required building setbacks.* The following improvements are permitted within the required setbacks (outside of the building envelope):

1. Man-made landscape features not exceeding three feet in height, including related minor structures described in Section 11.03 of Chapter 11.
2. Parking areas and associated driveways that provide access to a garage, provided such parking area or driveway shall not encroach into a drainage easement or required landscape buffer.
3. Private sidewalks and walkways provided they do not exceed six feet in width for detached single-family residential units and duplex units.
4. Concrete pads 100 square feet or less.
5. Signs.
6. Minor utility installations including, but not limited to, fire hydrants, electrical and telephone boxes, and backflow prevention mechanisms. Some of these features may require screening in accordance with Chapter 11.
7. Aboveground mechanical equipment such as, but not limited to air conditioning units, permanently installed generators, and pool pumps and shall be screened in accordance with the requirements of Chapter 11; provided, that equipment installed in a front setback area shall be done so only in the event that it is infeasible to install on the sides or rear of the property and shall be as close to the principal structure as allowed by Florida Building Code.
8. Cantilevered patios, porches, and decks as well as sills, cornices, chimneys, flues, eaves, or other roof overhangs may extend a maximum of 30 inches into a setback area, but are prohibited within easements.

9. Sheds per Section 4.01 in Chapter 4.

C. *Additional setbacks for multistory buildings.* Additional setbacks for multistory buildings adjacent to a single-family residential zoning district shall be required for compatibility purposes. Any multistory building adjacent to a single-family zoning district shall provide an additional setback minimum of ten feet for each story above the first story.

D. *Waterline setbacks.* Stormwater retention facilities, canals, or other water features may be located on the lot or parcel. In these circumstances, the Land Use Administrator may determine that it is applicable to measure the setback from the bulkhead, water line, or mean high water line rather than the lot or parcel line.

E. *Reduction for public purpose.* When an existing setback on a developed lot or parcel is reduced due to the conveyance of land to a federal, state, or local government for a public purpose, the minimum setback requirement of the zoning district shall be reduced by the amount conveyed, up to a maximum of 50 percent of the setback requirement.

F. *Wireless communication facilities and equipment compounds.* Wireless communication facilities and equipment compounds shall have the same setback requirements as the zoning district in which they are located but no less than ten feet; shall have a minimum distance of 150 feet from all off-site residential zoned property, residential dwelling unit and the rights-of-way of Palm Coast Parkway, Belle Terre Parkway, Belle Terre Boulevard, and Old Kings Road.

3.05.03. *Calculating densities and intensities.*

A. *Residential densities.*

1. The determination of the maximum number of residential dwelling units or lots permitted on a residentially zoned parcel shall be calculated based upon the gross upland acreage in the predevelopment condition (i.e. prior to the property being subdivided into lots).

2. Twenty-five percent of wetland and/or imperiled upland habitat areas preserved from the predevelopment condition may be counted as "net upland acreage" in determining the maximum number of units as discussed in Paragraph A above. To be counted as preserved area, a wetland and/or imperiled upland habitat must be placed in a conservation easement, a separate conservation tract, or otherwise perpetually protected in the post development condition.

3. Application of the density/intensity calculations provides only a theoretical maximum dwelling unit or lot yield. It does not guarantee that the development will be approved to attain the maximum lot yield. Application of other development standards may substantially decrease the lot yield.

B. *Nonresidential intensities; impervious surface ratios; floor area ratio.*

1. In calculating impervious surface ratios or floor area ratios an applicant may get credit for an off-site drainage facility site. The amount to be credited shall be proportional to the size of the site in relation to all the sites served by the same facility.

2. Lots served by a master stormwater management system, where drainage facilities under common ownership are located off-site, may count a portion of the off-site drainage lot, tract, or parcel in calculating impervious surface ratios or floor area ratios. The portion of the off-site drainage property that is counted shall be in direct proportion to the size of the subject lot as compared to all of the lots being served.

C. *Densities and intensities in mixed use districts.* In zoning districts that allow mixed uses, the same land area shall not be counted for the purpose of both residential density and nonresidential intensity. The calculation methodology used shall be as defined by administrative rule.

3.05.04. *Recreation level of service.* All residential projects of 25 units or more shall provide recreational land to meet the level of service standard adopted in the Recreation and Open Space Element

of the City's Comprehensive Plan, except for nursing homes and assisted living facilities or other residential care facilities. Recreational facilities must be permitted and under construction prior to the issuance of the permit for the 25th unit for residential projects.

(Ord. No. 2009-26, § 13, 12-15-09; Ord. No. 2015-9 , § 5, 8-4-15)

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-

safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Sec. 4.01. - Accessory Structures.

This section provides additional specific development standards for accessory structures within the City.

4.01.01. *General provisions for accessory structures.*

A. *Location.* Accessory structures, other than fences or as otherwise specified in this Code, shall not be located in public drainage or utility easements or within the required building setbacks. In addition, all accessory structures, other than fences, walls, arbors, trellises, detached garages, and aboveground mechanical equipment pursuant to Section 3.05.02, or as otherwise specified in this Code, shall be located behind the front and side street building facades of the principal structure. However, on corner lots, swimming pools and their enclosures, may be located in front of the side street building facade but shall meet the front yard setback requirements in lieu of the side street setback. Screening accessory structures with a fence or foundation plants (may be required in Chapter 11) when facing a right-of-way, golf course, canal, or other similar highly visible area.

B. *Construction and occupancy.* Permits for accessory structures shall not be issued until a permit has been issued for the principal structure. Seawalls are not considered accessory structures and building permits for these facilities may be issued in advance of the principal structure in accordance with City regulations.

C. *Architecture.* Refer to Chapter 13 for design standards.

D. *Accessory Structure Maximum Size.* Unless otherwise stated within this Section, the maximum size of a residential accessory structure shall not exceed 50 percent of the living area of the principal dwelling unit; provided that this requirement shall not apply to agricultural buildings constructed on an EST1, EST2 or AGR zoned property.

E. *Accessory Structures not listed in this Chapter.* The accessory structures listed in this section are not meant to be all-inclusive. Structures not specifically listed shall be reviewed by the Land Use Administrator to determine if the proposed use is similar in nature and character to others listed in the section. Based on the determination, the proposed structure shall be classified in the same manner as those similar structures listed in terms of it being permitted as an accessory structure. The Land Use Administrator may also determine that other structures are not permitted on the basis that they are not similar in nature or character to the other structures listed in the zoning district. Determinations may be appealed in accordance with the appeal procedures established in Chapter 2.

4.01.02. *Fences and walls.*

A. *General requirements.*

1. *Setbacks, orientation, and placement.*

a. Fences shall be installed with the finished side facing the exterior of the property.

b. No fence or wall shall interfere with drainage on a site.

c. Fences and walls may be located within an easement as long as they do not interfere with utilities; provided, however, such structures are subject to removal and replacement at the property owner's expense by the requesting utility agency.

d. Fences and walls in front of the front building facade of residential dwellings shall only be permitted in the AGR, EST-1, and EST-2 Districts.

e. Refer to Chapter 11 for applicable buffer and screening requirements for fences and walls.

f. Decorative walls and solid fences are permissible surrounding the perimeter of a development that is at least five acres in size.

g. Gates are considered parts of fences and walls and are regulated accordingly. Gates shall not open or swing onto neighboring properties.

2. *Height.*

a. The maximum height shall be measured from finished grade to the top of the fence or wall. The finished grade shall not be altered to increase fence height and where a berm is constructed, the height of the berm over the finished grade shall be included in determining fence height. Decorative wall columns and occasional architectural embellishments to fences may extend up to 12 inches above the maximum height permitted.

b. The maximum height of any fence or wall located in interior side or rear yards behind the nearest front building facade shall be six feet.

c. A fence or wall on a residential lot located to the rear of the principal structure and within 20 feet of a saltwater waterway is limited to a height of four feet, except in the following situations:

(1) An open fence is allowed to a height of six feet.

(2) A fence or wall enclosing a pool deck that is setback at least 7.5 feet from the side property lines and at least 15 feet from the saltwater waterway is allowed to a height of six feet.

d. Within the EST Districts, the maximum height of any fence or wall in front of the front building facade or located in a street side yard shall be a maximum of four feet.

e. Fences immediately surrounding civic, public, or private recreational sports playing fields located on lots over one acre in size may be constructed to a maximum height of 12 feet and hooded backstops for diamond sports may be increased to a maximum height of 28 feet, with approval of the Land Use Administrator.

3. *Design and Materials.*

a. Fences shall be constructed utilizing rot-resistant material for any part of the fence coming in contact with the ground. All fences shall be constructed of customary fencing materials and finishes. Wood and vinyl fences shall meet the color standards of Section 13.02.06.B.1. or be finished in a wood stain or simulated wood finish in a non-prohibited color as outlined in Section 13.02.06.B.3. Fences constructed of treated lumber may remain unfinished.

b. Chainlink, aluminum (except for decorative aluminum fences), or similar fences shall be prohibited in yards fronting along arterial and collector roadways.

c. Chainlink, aluminum, or similar metal fences shall be black or bronze in color, except that aluminum fences may also be white in color. Chainlink fences shall not have slats, fabric or similar types of screening materials attached to them.

d. Walls shall be made of the following materials:

(1) Brick, Norwegian brick, jumbo brick or stone.

(2) Split-faced block or finished masonry walls where block seams are not visible. Finished masonry walls shall also include a tile, brick, or decorative trim at or near the top of the wall.

(3) Wrought iron or aluminum fence in combination with brick, jumbo brick, or finished masonry columns.

(4) Pre-cast concrete having a simulated wood stone or brick pattern.

(5) Other materials as approved by the Land Use Administrator.

e. Walls shall have columns spaced as follows:

(1) Twenty-foot maximum spacing on walls 100 linear feet, or less.

(2) Thirty-foot maximum spacing on walls 101—200 linear feet.

(3) Forty-foot maximum spacing on walls over 200 linear feet

f. No barbed wire, razor wire, or electrically charged fence shall be erected, unless otherwise specified in this section. Broken glass, steel spikes, or other sharp objects intended to restrict access along the top edge of a fence or wall are prohibited.

g. Chicken wire, field fences, and other similar fence types are prohibited, except in the utilization of bona-fide agricultural purposes in the AGR and EST-2 Districts.

B. *Nonresidential districts.*

1. Setbacks may be required between fences or walls to property lines in order to provide landscape buffers in accordance with the requirements of Chapter 11 or in the event that a proposed fence is located within sight triangles or in a manner that obstructs visibility to vehicular traffic. In either case the Land Use Administrator shall determine the appropriate distance to setback the proposed fencing or walling.

2. Within the IND, COM, PSP Districts and nonresidential portions of Master Planned Developments, the following shall apply:

a. Fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the requirements of Chapter 11.

b. Fences or walls needed to provide extra security or safety may exceed maximum permitted height by up to two feet, with an additional 18 inches of barbed wire or other material upon approval by the Land Use Administrator.

C. *Special provisions for subdivision entrance features.*

1. Fences and walls used as decorative features at subdivision entrances may exceed maximum permitted heights by up to four feet upon approval by the Land Use Administrator. This measurement shall exclude decorative wall columns, which may extend a maximum of 12 inches beyond the top of the wall or 18 inches above the height of a wall framing an identification sign. Light fixtures may extend up to 42 inches above the height of the wall.

2. Entrance walls and landscaping shall be located within a designated easement, tract, or common area.

3. Wall jogs and spanned footer intervals shall be used, where possible, to avoid existing trees. Buffer width requirements may be waived to the extent necessary to protect the specimen trees.

4. The main entrance wall shall be landscaped in accordance with Chapter 11.

5. Only perimeter fences and walls may exceed maximum permitted height by up to two feet if they are part of an approved or required landscape buffer meeting the

requirements of Chapter 11, or to address significant differences in grading between the subdivision or adjacent property.

D. *Special provisions for fences and walls in the AGR Districts.* Fences used to contain farm animals or to separate crops relative to bona fide agricultural uses are exempt from this section.

4.01.03. *Garages, attached and detached.*

A. *General requirements.*

1. Enclosed garages shall be constructed in association with the construction of all detached single-family residential units, duplexes, and townhouses.

2. Garages shall not be converted into any other use, unless another garage is constructed in compliance with this Code.

3. Garage units for multifamily projects shall be provided for a minimum of one-third of the proposed multifamily units.

4. Garages shall not exceed 20 feet in height.

5. Carports shall be prohibited in all residential districts except for developments in the MHD District.

B. *Attached garages.*

1. Shall not exceed 50 percent of the total living area of the principal dwelling unit.

C. *Detached garages.*

1. Detached garages are permitted in all zoning districts; however, in the MHD District special exception approval is required.

2. Shall not exceed 50 percent of the total living area of the principal dwelling unit.

D. *Garages in neotraditional developments.* For garage requirements in a neotraditional development, refer to Section 4.08.

4.01.04. *Generators, permanently installed.* The following standards shall apply to all permanently installed generators:

A. Generators within the required front and street side yard shall be screened by either a fence or a vegetative screening.

B. Generators may be operated for testing purposes one time per week, excluding Sundays, for a period not exceeding 30 minutes between the hours of 10:00 a.m. and 6:00 p.m.

C. A maximum of one generator is allowed per single-family, duplex, or townhouse residential dwelling unit and one generator is allowed per multiple family building.

D. Generators shall be set back a minimum of ten feet from the rear property line in all zoning districts.

E. Generators shall be set back a minimum of three feet from the side interior property line(s) in all zoning districts, but shall not be located within an easement.

4.01.05. *Residential docking facilities along saltwater and freshwater canals (and intracoastal waterway, as applicable).*

A. *Prohibitions.*

1. Under no circumstances shall a vessel docked or moored off a residential docking facility be used as a live aboard watercraft.

2. Accessory structures and concrete decks are prohibited along a seawall or in the rear easements and setbacks of property along waterbodies.

B. *General standards.*

1. *Drainage rights-of-way.*

a. Any groundcovers disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to prevent erosion.

b. Drainage rights-of-way shall not be filled in such a way as to reduce the cross-sectional area used for flow of stormwater.

2. *Dredging and spoil management in saltwater canals.* Dredging activities shall be conducted by a qualified contractor and consistent with the applicable best management practices concerning dredging operations and performed only after approval by the Land Use Administrator. Dredging activities shall be accomplished in conformance with existing permits.

3. *Safety.*

a. All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

b. To eliminate potential waterbody contamination, all structures shall be constructed with materials that do not result in contamination.

c. The City shall require removal of derelict vessels and lifts consistent with City standards.

4. *Roofs.*

a. Roofs over docks and lifts shall be a maximum height of 13 feet above seawall cap for saltwater canals and above the deck for freshwater canals.

b. Roofs shall be constructed with the same material and color as the principal structure adjacent to the waterbody, with the exception that tile or metal roofing is not required on a residential docking facility; however, the color shall still match the color of the principal structure.

c. All roofs shall be "Hip" style roofs.

d. All roofs shall be constructed with a minimum 4½:12 pitch.

e. For roofed structures on freshwater canals, the size of a roof shall not be greater than 12 feet by 14 feet and the roof overhang shall not exceed two feet.

f. The maximum length of roofs located over a dock slip, dock lift, or water on saltwater canals shall be 26 feet of dock roof for the first 60 feet of property frontage, plus four feet of roof length for every five feet of property frontage thereafter, not to exceed 46 feet. Roof length for property with a frontage less than 60 feet shall be determined by the Land Use Administrator on a case-by-case basis based on generally accepted planning practices.

C. *Saltwater canal single-family residential docking facilities.*

1. *Placement of docking facilities.* The location of docks, lifts, and boathouses within the navigable waters of the City shall be determined on an individual basis, with visual impact, navigational use, and aesthetic quality of prime concern.

2. *Single pilings.* Single pilings or "dolphins" are prohibited, except for installation alongside a seawall or bulkhead.

3. *Setbacks and size.*

   a. The minimum setbacks from a projection of the side property line to the structure shall be a minimum of ten feet. Other setbacks may be considered by the Land Use Administrator based upon lot size, location, easements, existing structures, and navigation.

   b. The length of all docks, inclusive of all components, shall not exceed 65 percent of the property frontage along the canal. The size of the vessel and location of adjacent docks shall be considered to ensure that the vessel does not interfere in any manner with the navigation of ingress and egress. Setbacks may be increased or decreased for lots less than 60 feet in width or lots that have a storm drainage easement.

   c. Vessels shall be docked/moored parallel to the property line/seawall. Docks/moorings perpendicular to the property line/seawall are prohibited.

   d. Other than cantilevered safety walks, all dock walkways shall be no less than three feet or greater than six feet. The maximum width for docks, including boatlifts, shall be determined based on the width of the waterbody as described in Table 4-2. Dock width shall be measured at right angles from the boundary of the waterbody at the proposed structure location.

Table 4-2. Maximum Dock Widths for Saltwater Canals

Waterbody Width	Maximum Dock Width
Less than 100 feet	12 feet
100 feet or greater	16 feet

4. *Floating docks.*

   a. Floating docks shall not exceed a length of 20 feet as measured parallel to the canal frontage.

   b. Floating docks may be used in conjunction with permanent docking structures but must meet the criteria established herein.

5. *Boatlifts within canal areas.*

   a. All boatlifts, inclusive of all components, shall be mounted or installed within the 12 feet or 16 feet dimension allowed for structures in the waterbody.

   b. Boatlifts on waterfront lots with dimensions less than 60 feet of water frontage or lots with unusual conditions are not allowed unless granted an administrative waiver by the Land Use Administrator. The location of easements, culvert pipes, and navigability are unusual conditions that may be considered.

6. *Cantilever safety walk extensions.* Cantilever safety walk extensions may be approved by the Land Use Administrator based upon the following criteria:

   a. The length of a cantilever safety walk extension shall be the minimum necessary to access the watercraft.

b. Cantilever safety walk extensions shall not extend more then 12 inches beyond a 12-foot boat slip or lift and pilings.

D. *Freshwater canal residential docking facilities.*

1. Docks and decks over the waterbody shall meet the Florida Department of Environmental Protection minimum clearance requirements.

2. Structures shall not project into the waterbody more than eight feet from the shoreline at normal water level.

3. No permanent source of electrical power, water, telephone, gas, or other items requiring piping or cable shall be extended onto the drainage rights-of-way.

4. Floating docks are not permitted.

5. Roofed structures shall not contain enclosed sides including, but not limited to, solid material, screening, or clear plastic.

4.01.06. *Seawalls and revetments.*

A. *Permit required.* A building permit shall be obtained prior to commencement of new construction and reconstruction or repair of seawalls and revetments. Seawalls and revetments shall be constructed in accordance with the following requirements.

B. *Prevent soil erosion, runoff and debris.*

1. Prior to construction of a seawall or revetment on undeveloped property, the following actions shall be taken to prevent soil erosion and protect the waterbody from runoff and debris:

a. Only the minimum area necessary for access and construction of the seawall or revetment and backfill shall be cleared.

b. A minimum 15-foot wide buffer of natural vegetation shall be preserved along each side lot line starting at a point ten feet from the waterfront.

c. Access to the waterfront shall be limited to an area no wider than 15 feet located in the interior of the lot.

d. A 30-foot wide buffer shall be preserved along all property lines abutting a street right-of-way except for the area cleared for the access point. Tree protecting barricades shall be erected around the perimeter of the buffer areas that are to remain.

2. Prior to construction, reconstruction, or repair of a seawall or revetment, a floating turbidity barrier shall be installed to prevent siltration into the canal until the slopes are stabilized. The ends of returns and the backside of the seawall or revetment shall be sodded or stabilized with other appropriate vegetation a minimum of five feet from the edge of the structure, or stabilized with erosion control devices, to prevent siltration on adjacent properties or into the canal.

3. Prior to the reconstruction or repair of existing seawalls and revetments, backfill shall be deposited behind the seawall in order to establish a swale not less than five feet from the seawall to collect any eroded material before it reaches the canal.

a. Construction and vegetative debris on the site shall be continually removed throughout the construction activities and when construction is complete.

b. When construction is complete, all cleared areas shall be sodded with native or water-conserving turf grasses. It shall be the responsibility of the lot owner to insure sodded areas are watered until established.

C. *Violations.* It is prohibited and unlawful:

1. To allow material to be deposited or to erode into any waterbody and fail to remove it.
2. For a contractor to fail to backfill bulkheads within 30 days after construction or repair of the bulkhead.

D. *Exceptions to violations.* The following are exceptions to the violations listed above:

1. Temporary waterbodies created to hold runoff water during construction.
2. Special exceptions granted by the City on applications where sufficient reason and safeguards are shown to protect the public interest.

E. *Vertical seawalls.* The following establishes criteria for construction, repair, and replacement of vertical seawalls in all saltwater canals in the City.

1. Vertical seawalls shall have reinforced concrete cap, with top of cap to be set at elevation two and one-half feet, North American Vertical Datum (NAVD 1988), above mean sea level (1929 NAVD) or match abutting existing caps. Cap height exposed face shall be 12 inches.
2. Vertical seawalls shall be located at and along the property line common with the waterbody or approved otherwise by other agencies.
3. The materials for all vertical seawalls shall be reinforced concrete or vinyl.
4. Vertical seawalls shall be grey in color. No painted surfaces are permitted.

F. *Landscape.* Any groundcover disturbed in the drainage rights-of-way during construction or maintenance activities shall be promptly replaced and properly maintained by the abutting property owner to stabilize the soil and prevent erosion.

G. *Safety.* All structures and associated facilities shall be properly constructed and secured to prevent potential hazards from floating into the waterbody.

4.01.07. *Sheds, gazebos, and pergolas.*

A. *Permitted locations and size.*

1. Only one shed, not to exceed 200 square feet, shall be allowed per lot.
2. The shed, gazebo, or pergola shall not be located in front of the building line of the principal structure.
3. A shed, gazebo, or pergola 100 square feet and less may be located up to five (5) feet from an abutting interior side or rear property line. A shed, gazebo, or pergola exceeding 100 square feet shall meet the rear property setback and shall meet the interior side setback requirements of the district. Any shed, gazebo, or pergola shall meet the street side setback, if applicable.

4. In no event shall a shed, gazebo, or pergola, or any part thereof, be permitted within an easement or buffer. B. *Height.* The maximum building height for any shed, gazebo, or pergola shall be 12 feet.

4.01.08. *Swimming pools.*

A. *General.*

1. Lights used to illuminate any swimming pool shall be arranged and shaded to reflect light away from adjoining properties.
2. All swimming pools, hot tubs, and spas shall be enclosed by a permanent full screen enclosure or with a permanent wall or fence of a least four feet in height. Any solid roof

covering for a swimming pool, hot tub, or spa shall adhere to the setbacks of the principal structure.

B. *Setback requirements.*

1. Setbacks for pools with decks shall be measured from the outer edge of the pool deck.
2. Setbacks for pools without decks, including above-ground pools, shall be measured from the outer walls of the pool.

4.01.09. *Clotheslines.*

A. All clotheslines must be located behind the dwelling and shielded as much as practical from view of any street.

B. Outdoor revolving umbrella style or 'T' posts are acceptable.

C. Attaching clotheslines to trees is prohibited.

4.01.10 *Playsets and Playhouses.*

A. *General.*

1. Playsets, playhouses, and similar uses shall be permissible as an accessory use in residential zoning districts and shall be located rearward of the rearmost façade of the principal structure.
2. Playsets, playhouses, and similar uses shall not include electrical or plumbing installations.

B. *Setbacks and Height.*

1. Playsets, playhouses, and similar uses 100 square feet or less may be located up to five (5) feet from an abutting interior side or rear property line. Playsets, playhouses, and similar uses exceeding 100 square feet in size shall meet the applicable setback requirements of the district. In all cases playsets, playhouses, and similar uses shall meet the street side setback, if applicable.
2. Playsets, playhouses, and similar uses shall not exceed 12 feet in height from finished grade.
3. In no event shall a playset or playhouse, or any part thereof, be permitted within an easement or buffer.

(Ord. No. 2009-26, §§ 14—25, 12-15-09; Ord. No. 2015-08 , § 3, 7-21-15; Ord. No. 2015-16 , § 2, 12-1-15)

Sec. 4.02. - Adult Entertainment and Sexually-Oriented Businesses.

4.02.01. *Applicability.* This section applies to businesses that provide entertainment or offer sexually-oriented material or activities as their primary or dominant theme and whose intended market is persons 18 years of age or older. Businesses that market sexually-oriented material include, but are not limited to, the following:

A. Adult book and video stores.

B. Adult motels.

C. Adult performance establishments.

D. Adult theaters.

4.02.02. *Compliance with City and State Law.* Adult entertainment and sexually-oriented businesses shall comply with Chapter 16, Article III in the City of Palm Coast Code of Ordinances and F.S. ch. 847 .

4.02.03. *Adult entertainment and sexually-oriented facility design standards.* Each adult entertainment establishment and sexually-oriented business licensed to operate in the City shall comply with the following standards in addition to the architectural standards set forth in Chapter 13 and all other applicable provisions of the Land Development Code:

A. *Building design.*

1. The building shall not exceed 3,000 square feet of gross floor area.
2. The maximum building height shall be 35 feet.
3. There shall be separate entrances for employees and customers, which shall be labeled as such. Both entries shall occur at the rear or back of the building rather than in front whenever practicable, as determined by the Land Use Administrator, based upon generally accepted land use principles and the configuration of the particular parcel.
4. Off street parking shall comply with requirements in Chapter 5.

B. *Signage.* Signs shall be subject to the requirements of Chapter 12.

C. *Existing buildings.* Each adult entertainment establishment and sexually-oriented business desiring to locate in an existing building shall comply with all design standards requirements as set forth in this section.

Sec. 4.03. - Agricultural Uses.

4.03.01. *Bona fide agricultural uses.*

A. *License required.* All bona fide agricultural uses shall obtain a license from the Department of Agriculture if required by law.

B. *Odor; dust.* All agricultural uses shall be operated so no odor or dust producing substance or use, except in connection with cultivation of permitted uses, is conducted within 100 feet of the property line adjacent to a parcel or lot located within the SFR or MFR Districts.

4.03.02. *Equestrian uses.*

A. *Number of horses.* A maximum of one mature animal and offspring less than one year of age shall be permitted per acre of property.

B. *Riding facilities.*

1. No structure housing the animals shall be located any closer than 50 feet of the property line adjacent to any residentially zoned parcel. This perimeter setback shall be increased to 100 feet for riding arena facilities with outdoor lighting and seating.
2. Riding trails may be permitted within any required buffer.

4.03.03. *Mining and soil extraction.*

A. *General requirements.*

1. Appropriate measures must be utilized to prevent fugitive dust from the excavation and haul truck traffic. All roads shall be maintained and free of sand and other related construction debris.
2. If applicable, St. Johns River Water Management District permits are required for dewatering or surface water discharge activities.

3. Perimeter buffering shall be utilized to limit visibility and noise of operation from adjacent land uses as appropriate, which may include fencing, earthen berms, existing vegetation, installed vegetation, or a combination thereof.

4. The City may set hours of operation to minimize adverse impacts to adjacent land uses so as not to produce a public nuisance. Excavation and haul traffic may only occur during daylight hours.

5. Appropriate fencing or security measures shall be provided to safeguard the site from unauthorized entry.

6. Reclamation of excavation sites shall resemble a natural system to the greatest extent feasible in accordance with federal and state requirements.

B. *Soil extraction.* For purposes of this section, soil extraction shall mean public or private commercial activities specifically undertaken for the primary purpose of excavating clean fill (i.e. clay, sand) from upland sites to be removed for the purpose of being utilized for an offsite project. This excludes installation of utilities, stormwater facilities, wetlands, and excavating, grading, filling, and moving of earth in conjunction with the installation of infrastructure to serve a subdivision or activities undertaken in conjunction with improvements approved as part of a development order. Soil extraction facilities shall demonstrate compliance with the following minimum setbacks measured from the edge of the excavation pit or area:

1. One hundred feet from the project perimeter and increased to 200 feet abutting any property zoned SFR, MFR, or MHD.

2. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

C. *Mining.* For purposes of this section, mining operations shall include facilities that require a permit from the Florida Department of Environmental Protection, Bureau of Mining and Reclamation. Mining operations shall demonstrate compliance with the following requirements:

1. *Setback requirements.* Mining facilities shall include the following minimum setbacks measured from the edge of the excavation area:

a. Two hundred fifty feet from the project perimeter and increased to 500 feet abutting any property zoned SFR, MFR, or MHD.

b. Minimum excavation setback of 25 feet, with an average setback width of 50 feet, from optimal wetlands; an average setback width of 25 feet, but no less than 15 feet from moderate and minimal wetlands; and a setback of 75 feet from a named wetland system, creek, river, saltwater canal, freshwater canal, or other open drainage feature or other surface water of the City.

2. *Blasting.* No blasting shall be conducted within the City unless it can be demonstrated that said activity is being undertaken in a manner that in no way adversely affects the health, safety, and welfare of the residents and businesses within the City.

4.03.04. *Aviaries.* An aviary shall comply with all applicable state regulations. The following general requirements apply:

A. Minimum setback from any residentially zoned property shall be 100 feet from the property line. Otherwise, the structure shall be located no closer than 50 feet from any property line.

B. Reasonable precautions shall be taken to prevent an environment suitable for pathogens that cause public health hazards such as psittacosis, cryptococcosis, and histoplasmosis. Occurrence

of any of the aforementioned illnesses to the property owner or an occupant of the property shall be reported by the property owner to the Flagler County Health Department.

Sec. 4.04. - Alcoholic Beverage Sales.

Refer to Chapter 7, Article I and Article II in the City of Palm Coast Code of Ordinances.

Sec. 4.05. - Cemeteries.

Within the zoning districts permitting cemeteries, the following regulations shall apply:

A. No graves or burial lots/sites shall be located closer than 40 feet from all rights-of-way and no closer than ten feet from all other boundary lines of the subject property.

B. Adequate means of ingress and egress for vehicles shall be provided within the site in order to provide an easy flow of traffic while funeral processions are entering or leaving the site.

Sec. 4.06. - Community Residential Homes and Recovery Residences.

4.06.01. Community residential homes shall meet the requirements of F.S. ch. 419.

4.06.02. Recovery Residences. Additional limitations specific to uses listed. No building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than as a conditional use with approvals subject to the provisions of this ordinance:

Recovery residence.

A. Recovery residence in single-family zoning district, except as required by Chapter 419, Florida Statutes, only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1000 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and/or

2. Would be occupied by no more than ten residents; and

3. Duplex Properties can only occupy one side of the residence; and

4. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and

5. A recovery residence that has been denied an license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

B. Recovery residence in multi-family zoning district. Except as required by Chapter 419 Florida Statutes only with the following characteristics:

1. In accordance with FS.Ch.419, the community residential home that is located less than 1200 linear feet from the closest existing community residential home or recovery residence. Distance is measured from the nearest lot line of the entire parcel of the proposed Recovery Residence to the nearest lot line of the entire parcel of the closest existing recovery residence; and

2. Would be occupied by up to 20 residents occupying a maximum of 3 contiguous dwelling units within the same multifamily complex; and

3. The operator or applicant has been granted all available licensing or certification by the State of Florida known as Florida Association of Recovery Residences (FARR) to operate the proposed recovery residence, and
4. The operator or applicant has been granted all available licensing or certifications by the State of Florida to operate the proposed Recovery Residence,
5. A recovery residence that has been denied a license or certification by the State of Florida or had a license or certification suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

C. Recovery Residence Procedure

The purpose of a reasonable accommodation request is to modify a specific City of Palm Coast requirement to ensure an individual with a disability and/or handicap have equal opportunity to use and enjoy a dwelling, building or structure, or to provide accessibility in another manner. This policy implements the procedure of the City of Palm Coast, Florida (“City”) for processing reasonable accommodation requests to its Code of Ordinances, Unified Land Development Regulations, rules, policies, and procedures for persons with disabilities and/or handicaps as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this procedure, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled or a provider of services to the disabled qualifying for a reasonable accommodation may request a reasonable accommodation with respect to the City's Code of Ordinances, its land use or zoning laws, and/or rules, policies, practices and/or procedures, as provided by the FHA and the ADA pursuant to the procedures set forth herein.

1. Provide a Reasonable Accommodation application (see exhibit “A”) including the following:
    a. Certification from FARR showing the level of care approved.
    b. Occupancy Permit including following:
        i. A Dimensioned Life Safety Plan prepared in accordance with the Florida Fire Prevention Code and Life Safety Code.
        ii. Proof of Insurance
        iii. As per Section 397.487(6), Florida Statutes, a copy of the level 2 background screenings for all owners
2. Procedures for issuance. No Recovery Residence license shall be issued or granted unless:
    a. An application is filed with the City of Palm Coast an Occupancy Care Home forms provided for that purpose, and
    b. There has been a site inspection by the City of the applicant's premises, and
    c. The planning and zoning division has reviewed and approved the zoning use classification, and
    d. The City has verified compliance with all applicable laws and regulations, and
    e. Payment of the recovery residence occupancy license fee, to be established by resolution of the City Council, shall be required prior to the issuance of the license, and
    f. Obtain a City of Palm Coast Business Tax Receipt.

g. Obtain a certificate of occupancy and/or change of use prior to issuance of community residence or recovery community license. Any community residence or recovery community that is required to obtain a certificate of occupancy and/or change of use pursuant to the Code of Ordinances must do so prior to the issuance of a license.

h. The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensee(s), the expiration date, and, the address of recovery residence. The recovery residence license shall be posted in a conspicuous place at or near the entrance inside the recovery residence so that it may be easily read at any time by an inspector.

3. Grounds for denial. The Director of the Department of Community Development or designee, as appropriate, shall have the authority to deny an application for a community residence or recovery community license on the following grounds:

a. That the applicant has failed to disclose or has misrepresented a material fact, or any information required in the application.

b. That the applicant is desiring to operate a recovery residence which does not comply with the City's Land Development Code.

c. That the applicant has failed to obtain a certificate of occupancy and/or change

of use, if required.

d. That the certificate of occupancy or change of use for the proposed location has been denied, suspended, or revoked for any reason.

e. Applicant's noncompliance with specific provisions of federal, state, city or county ordinances, with respect to the specific use, and the applicant.

f. Fails to obtain said approvals prior to issuance of a license; or

g. Has violated such specific provisions.

h. The applicant has violated any provision of the Code of Ordinances or Land Development Code and has failed or refused to cease or correct the violation within (30) days after notification thereof.

i. The applicant failed to permit inspection by the City; or

j. Or as otherwise provided in the Code of Ordinances.

k. The operator or applicant has not been granted all available licensing or certification by the State of Florida.

4. Any person whose application has been denied as provided herein shall have the right to appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three business days after the Director Community Development designee, determination.

5. Any person whose application has been denied as provided herein shall have the right to appeal to the City Council explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Clerk no later than three business days after the City Managers written response.

6. Any recovery residence shall permit officers or agents of the City of Palm Coast to inspect, from time to time on an occasional basis, the recovery residence for the purpose of ensuring compliance with all applicable regulations pertaining to recovery residences. A licensee's knowing or intentional refusal to permit such an inspection shall constitute a violation of this section for purposes of license denial, suspension, and/or revocation. This section shall be

narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this article, but not to authorize a harassing or excessive pattern of inspections.

7. Each license shall remain valid for a period of one (1) calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application or renewal.

8. A licensee shall not transfer license to another, nor shall a licensee operate a recovery residence under the authority of a license at any place other than the address designated in the recovery residence license application.

D. Revocation.

1. The city shall revoke a recovery residence license if it determines that:

a. The license holder has failed to disclose or has misrepresented a material fact or information required by this article in the application;

b. The license holder does not operate in the manner described in the application or has changed the operation without authorization through approval of a new license;

c. The certificate of occupancy for the location has been denied, suspended or revoked for any reason;

d. In the event of a conviction of any owner, operator, manager, supervisor, or any employee acting at the direction or with the knowledge of the owner, operator, manager, or supervisor, by a court of competent jurisdiction, for the violation of any criminal statute committed in conjunction with the facility operation;

e. The license holder has violated any provision of or failed to maintain compliances with the City Code and has failed or refused to cease or correct the violation after notification thereof;

f. The holder of the license, or the holder's designated manager, operator, or supervisor, refuses to permit an authorized City inspector to inspect the premises during normal business hours for a regular inspection or for the purpose of investigating a complaint which has been filed against the operation.

g. The licensee has knowingly engaged in or allowed possession, use, or sale of controlled substances on the premises.

h. The operator or facility has been denied license or certification by the State of Florida, or license or certification is suspended, or is denied recertification or renewal of its license is not allowed in the City of Palm Coast and must cease operation and vacate the premises within 60 days of the date on which its license or certification was denied or suspended or its recertification was denied.

2. Suspension and Revocation procedure. The procedure for suspension and revocation of a license shall be as follows:

a. If at any time the City of Palm Coast determines that the recovery residence is operating in any manner in violation of federal, state, county or city law or harmful to the public health, safety or welfare the city may file a notice of violation, through the special master process in the manner provided for by F.S. Ch. 162, and Chapter 17 of the Code of Ordinances.

b. If a license is revoked the applicant(s) may not apply for another license until one (1) year from the date of the effective date of the revocation, unless the basis for the revocation has been corrected or abated.

c. If a license is suspended for a specific period of time, the license shall remain suspended until the basis for the suspension has been corrected and the suspension period has expired.

E. Non-conforming Use and Structures.

Any nonconforming use of a building or land may be continued subject to the following conditions and requirements:

Requirements for nonconforming recovery residences. A recovery residences located in the City of Palm Coast as of the date of adoption of this Ordinance that does not currently have all available licenses, certifications or recertification designated from the State of Florida within 9 months after the adoption of this Ordinance shall no longer constitute a legal nonconforming use and must cease operation by the date that is exactly 9 months after the adoption of this Ordinance or within 60 days of the date on which all available certification, recertification, or the required license is denied, whichever date comes first. Such a recovery residences must either return residents to their families or relocate them to safe, secure housing within 60 days of the date on which all available certification, recertification, charter, or license is denied or by the date that is exactly 9 months after the adoption of this Ordinance, whichever date comes first. The number of occupants of a Recovery residence may not exceed the maximum number allowed under this Code of Ordinance or the number authorized under the Recovery residence's state certification or license, whichever is less.

Sec. 4.07. - Convenience Stores with Fueling Stations.

4.07.01. *Special exception required.* In the COM-1 District, a special exception for the use is required in accordance with the procedure as outlined in Chapter 2 if subject property is within 500 feet of any residential property.

4.07.02. *Fueling positions limitations.*

A. Within the COM-1 District, fueling stations are limited to a maximum of eight fueling positions.

B. Within the COM-2 District, fueling stations are limited to a maximum of 24 fueling positions.

4.07.03. *Design and installation requirements.*

A. All pump islands and canopies shall be set back a minimum distance of 20 feet from all perimeter property lines, but increased to 50 feet from property lines abutting areas zoned SFR, EST, MFR, and MHD.

B. On-site circulation shall be designed to:

1. Minimize conflicts between pedestrians and vehicles and between parked and moving vehicles;

2. Facilitate movement by tanker trucks and the safe unloading of fuels; and

3. When stacking lanes are required for car washes or drive-through facilities, stacking lanes shall be separated from parking areas and drives by using painted lines, pervious islands, landscaped islands, and/or decorative pavement.

C. All fuel dispensers shall be set back a minimum of 24 feet from any other fuel dispenser located on parallel pump islands, as well as located a minimum of 20 feet from any other fuel dispensers located along the same line of vehicular flow. Such distance shall be measured from center of fuel dispenser to center of fuel dispenser.

D. At least one-half of the required parking spaces shall be directly adjacent to the principal building.

E. All gasoline tanks shall be installed underground. Upon the discontinuance of any gasoline pump island, the fuel storage tanks shall be removed.

F. The maximum canopy clearance shall be 15 feet.

G. The Land Use Administrator may allow a maximum of 50 percent of the fueling position spaces to count toward the number of required parking spaces.

H. Lighting standards.

1. Exterior lighting shall be the minimum necessary to provide security and safety as determined by the Land Use Administrator. No more than 2.0 foot-candles of light are permitted at any property line.

2. Direct lighting sources shall be shielded or recessed. Light fixtures under a canopy shall be flush mounted. Lights shall not be mounted on the top or sides of the canopy. Drop type fixtures are prohibited.

3. The sides of the canopies shall not be illuminated, unless the illumination is part of a permitted sign.

4.07.04. *Accessory restaurant.*

A. A restaurant accessory to a convenience store shall be allowed as long as it does not exceed 30 percent of the gross floor area of the convenience store.

B. Parking for the restaurant shall be subject to the shared parking facilities requirements contained in Chapter 5.

C. An accessory restaurant with drive-through shall be subject to the drive-through facilities requirements contained in Section 5.04.11.

Sec. 4.08. - Development Options.

4.08.01. *Cluster residential developments.*

A. *Purpose and intent.* The purpose of clustering or grouping residential buildings and associated permitted accessory structures is to encourage the most efficient and cost effective use of land and public facilities. In order for the cluster development option to be approved, the site plan must be shown to:

1. Provide a significant amount of the site for protected open space;

2. Protect environmentally sensitive areas of a development site and permanently preserve open space, historical, cultural, or other significant buildings, and/or land and natural features;

3. Encourage creative and flexible site design that is sensitive to the land's natural features and adapts to the natural topography;

4. Decrease or minimize nonpoint pollution impacts by reducing the amount of impervious surfaces in site development;

5. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of streets, and by utilizing the site's natural drainage patterns; and

6. Provide opportunities for social interaction and walking and bicycling in contiguous open space areas.

B. *Applicability and general provisions.*

1. A residential cluster development is optional and shall be permitted as of right in any residential zoning district, except in the Agriculture, Multifamily, and Mobile Home Districts.

2. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a cluster development.

C. *Specific provisions.* The following provisions shall apply to any residential cluster development, regardless of the general requirements of the applicable residential zoning district:

1. *Dimensional requirements.*

a. *Minimum size.* Minimum gross size of a cluster development shall be five acres.

b. *Width.* The minimum lot width shall conform to the requirements for the SFR-1 District.

c. *Setbacks.* The minimum setbacks shall conform to the requirements of the SFR-1 District.

d. *Height.* The height of buildings shall be a maximum 35 feet.

e. *Impervious surface ratio.* The maximum impervious surface ratio is 0.75.

2. *Perimeter buffer.* A minimum 20-foot buffer shall be located between the cluster development and any existing residential zoning district with the exception of an adjacent residential zoning district having the same density and height.

3. *Open space.*

a. At a minimum, 40 percent of gross acreage of the site shall be conveyed as common open space. However, when calculating the open space, the land area devoted to public or private vehicular streets shall not be included.

b. Open space areas shall be designated as "cluster open space" and shall indicate whether public or private on the plat.

c. The appropriateness of accessory structures will be reviewed by the Land Use Administrator and considered in terms of their enhancement of the cluster open space.

d. Accessibility to open space. The usability of cluster open space intended for recreation or public use shall be determined by whether it is contiguous and by the size, shape, topographic, and location requirements of the particular purpose proposed for the open space. Cluster open space shall be easily accessible to trail users including, but not limited to, elderly and handicapped persons, be integrated to form unbroken trail linkages between uses within the subdivision, and take advantage of opportunities to establish off-site linkages to nearby land uses, sidewalks, bikeways, and greenways.

e. Preservation of open space. Open space shall be preserved in perpetuity by use of conservation easements, deed restriction, or other means acceptable to the City.

4.08.02. *Duplex residential developments.* Duplex dwelling units under single ownership may be converted so that each unit can be owned separately utilizing one of the following processes:

A. Duplex structures may be converted to the condominium form of ownership upon approval by the Land Use Administrator. Condominium association documents shall be provided that include ownership and maintenance of common areas and utility facilities.

B. Duplex sites may be subdivided into two separate lots in accordance with Chapter 2 review procedures as long as the individual lots meet the dimensional standards of the district.

4.08.03. *Manufactured/mobile home parks.*

A. *General requirements.*

1. *Minimum size of park; permitted location.* A manufactured home park shall have a minimum of two and one-half acres. Manufactured home parks will only be permitted in the MHD District.

2. *Plans and specifications required.* Complete plans and specifications of all manufactured/mobile home parks shall be submitted to the Land Use Administrator.

B. *Development criteria.*

1. *Setbacks.* No manufactured/mobile home or attached structure shall be located closer than 25 feet to the property lines of the manufactured home park or a public right-of-way. Requirements for each manufactured/mobile home space are as follows:

   a. Front yard required—Minimum of 20 feet.

   b. Side yard required—Minimum of five feet.

   c. Rear yard required—Minimum of 15 feet.

2. *Private streets.* No manufactured/mobile home in a park shall be allowed direct access to a public street. All lots in a manufactured home park must have access from a private street that shall comply with regulations established in Chapter 5.

3. *Buffering.* A manufactured/mobile home park shall comply with Type "A" Buffer Design Standards established in Chapter 11.

4. *Recreational area required.* Manufactured home parks with ten or more units shall retain an area of not less than five percent of the gross site area devoted to recreational facilities provided in an area accessible to all property owners.

5. *Utilities.* Each manufactured home shall be independently served by separate electric, gas, and other utility services.

6. *Off-street parking.* A minimum of one off-street parking space shall be required for each manufactured home.

7. *Fences.* If the manufactured/mobile home park management allows fences for individual lots, these fences shall comply with regulations established in Section 4.01.

8. *Storage of recreational vehicles.* Storage of recreational vehicles, boats, and boat trailers shall be allowed only on sites reserved for such storage within the manufactured/mobile home park.

9. Residential Manufactured buildings meeting the requirements of Chapter 553 of Florida Statutes shall be permitted within a manufactured/mobile home park or subdivision.

4.08.04. *Multifamily residential buildings.* The following standards apply to multifamily buildings:

A. Multifamily buildings shall be setback a minimum distance of five feet from vehicular use area.

B. There shall be a minimum distance of ten feet between buildings.

4.08.05. *Multiuse buildings.* Multiuse buildings allow residential living quarters within the same buildings as offices or retail establishments, are permitted in the OFC-1, OFC-2, COM-1, COM-2, and MPD Districts, and require special exception approval in the COM-3 District. The following standards apply to multiuse buildings:

A. Nonresidential uses shall be located on the first floor of the building and residential units shall be located above the nonresidential use.

B. The mixture of nonresidential and residential uses within the multiuse building shall be designed to minimize, to the greatest extent practicable, the potential detrimental influence of nonresidential uses on the residential uses including, but not limited to, the location of entranceways and the use of soundproofing materials to minimize noise intervention between uses.

4.08.06. *Neotraditional development.*

A. *Purpose and intent.* The purpose of a neotraditional development is to provide areas for detached single-family dwellings, duplexes, townhouses, and accessory uses in medium density neighborhoods featuring traditional design concepts and architectural themes. Features may

include front porches, reduced setbacks, detached garages, alleyway access, narrower rights-of-ways, and shared parks and open spaces readily accessible to pedestrians and bicyclists. In order for the neotraditional development option to be approved, the site plan must be shown to:

1. Encourage walking and bicycling to reduce the need for local automobile trips by providing trails, bike paths, and other forms of walkable interconnectivity within and to adjacent uses.
2. Establish a specific neighborhood identity that shall consist of an overall architectural theme. Architectural themes may consist of, but not be limited to, the following:
    a. Florida vernacular.
    b. Cape cod.
    c. Mediterranean.
3. Preserve natural features and scenic areas and provide a range of residential and open space land uses within close proximity to one another within the neighborhood.
4. Promote cost savings in infrastructure installation and maintenance by such techniques as reducing the distance over which utilities, such as water and sewer lines, need to be extended or by reducing the width or length of streets.

B. *Applicability and general provisions.* A neotraditional development is optional and shall be permitted as a right in any residential zoning district, except in the Estate, Agriculture, and Mobile Home Districts. All principal and accessory uses authorized in the applicable residential zoning district(s) shall be allowed in a neotraditional development.

C. *Specific provisions.*

1. *Dimensional requirements.*
    a. *Minimum size.* Minimum gross size of a neotraditional development shall be five acres.
    b. *Width and depth.* No minimum width or depth of a lot shall apply except where abutting a development with lower density, in which case the widths/depths shall conform as closely as possible to the abutting development.
    c. *Setbacks.* No minimum setbacks shall apply; however, each lot shall conform as closely as possible to the setbacks established for the underlying zoning district and allow for parking and accessory structure requirements.
    d. *Height.* The height of buildings shall be in accordance with that of the underlying zoning district.
    e. *Impervious surface ratio.* A higher ISR shall be allowed, if determined appropriate by the Land Use Administrator; however, each lot shall conform as closely as possible to the ISR established for the underlying zoning district.
    f. *Backyard area.* Each residential dwelling unit shall have a backyard, or courtyard area.
2. *Single-family residential unit requirements.*
    a. Single-family residential units, inclusive of required porches, shall be constructed along the front setback line.
    b. Single-family units shall have an attached front porch oriented with a minimum width of 12 feet and a minimum depth of six feet.
3. *Garages.*
    a. Garages shall be separated from the main dwelling unit by a minimum distance of 12 feet, with the exception of a connecting breezeway, with a maximum width of four feet.

Other than the breezeway, the garage and main dwelling unit shall be detached structures.

b. Garages shall have a maximum building footprint of 500 square feet and a maximum height of 24 feet.

c. Garage doors shall be oriented for access from a rear alley or a side street may provide an alternative access for corner lots.

4. *Vehicular and pedestrian access.*

a. Sidewalks or pedestrian paths, bicycle paths, or bicycle lanes and vehicular streets shall connect all uses.

b. A minimum of 80 percent of all streets shall connect at both ends to other streets at an intersection.

c. All paths or trails including, but not limited to, bicycle paths or lanes, shall interconnect to form a continuous network throughout the site and to paths or trails linked to adjacent neighborhoods.

d. Vehicular gates are prohibited on all streets, except alleys serving residential uses.

5. *Neighborhood parks.*

a. Neighborhood parks shall be located and distributed so that 100 percent of all dwelling units are located within 1,320 linear feet from a park or other recreation area.

b. The minimum pervious area of a park shall be 50 percent.

c. For pedestrian access, a minimum of 25 percent of an activity-based neighborhood park perimeter shall abut a street, excluding alley.

6. *On-street parking.*

a. On-street parallel parking shall be required on the local residential streets.

b. Parallel parking spaces shall have a minimum length of 23 feet and a minimum width of ten feet.

c. Each parking space shall be clearly delineated by pavement striping per City standards.

d. Between every five parallel parking spaces, a vehicular use area island shall be required per City standards.

e. Parallel parking spaces shall be located no closer than 28 feet from the last stall to the intersection.

4.08.07. *Townhouse residential developments.* The following standards apply to townhouse buildings:

A. A minimum of three attached units and a maximum of eight attached units per building are permissible.

B. If rear alleyway access is provided, it is permissible to construct attached garages and detached garages that meet the standards of the neotraditional development option (refer to Section 4.08). In these cases, the rear setback may be decreased to five feet.

Sec. 4.09 - Reserved.

Editor's note— Ord. No. 2018-21 , § 2, adopted Oct. 2, 2018, repealed § 4.09 which pertained to drive-through facilities, and derived from Ord. No. 2009-26, § 26, adopted Dec. 15, 2009. See § 5.04.11 for similar provisions.

Sec. 4.10. - Educational Facilities, Private.

A. *Setbacks.* The front, rear, and side yard setbacks shall be the same as those required for the specific district, except that when adjacent to a residential land use or zoning district there shall be a 20-foot minimum building setback.

B. *Off-street parking and loading—School bus and vehicular drop-off facilities*. Facilities must be provided for off-street bus and private vehicle loading and unloading of students. Use of the street right-of-way may be allowed if a license agreement is executed with the City.

Sec. 4.11. - Garage and Yard Sales.

Refer to Chapter 16, Article V in the City of Palm Coast Code of Ordinances.

Sec. 4.12. - Home-based Businesses.

4.12.01. *Purpose and intent.* The purpose and intent of this section is to provide regulations for home-based businesses that are consistent with all provisions of F.S. § 559.955, as may be amended. The provisions of F.S. § 559.955 are incorporated into this section as if fully laid out herein, may be enforced pursuant to the City's Code of Ordinances: Chapter 2 - Article V and shall prevail in the event of a conflict with this section.

4.12.02. *Home-based Business Criteria.* A home-based business must operate, in whole or in part, from a residential property and must meet the below criteria:

A. *Employees.* The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

B. *Parking and storage.*

1. Parking and/or storage shall comply with all the residential property requirements of the Land Development Code based on the underlying zoning district; and
2. The need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. No more than two dedicated parking spaces for the home-based business are permitted; and
3. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence; and
4. Not create noise, vibration, glare, fumes, odors, dust, or smoke that is detectable to the normal senses at the lot line or beyond the exterior of any common walls; and
5. No heavy equipment, as defined in F.S. 559.955(3)(b) shall be visibly stored on the property as viewed from either the street or a neighboring property.

C. *Use of Premises.*

1. As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property; and
2. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood; and

3. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property; and

4. The activities of the home-based business are secondary to the property's use as a residential dwelling.

D. *Compliance with other laws, rules, and regulations.*

1. The business activities shall comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted; and

2. All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted; and

3. Use of the residential property for a home-based business must comply with all other applicable regulations for the zoning district.

E. *Exceptions.* This section does not supersede, amend or modify the following:

1. Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720; and

2. Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

4.12.03. *Home-based Business application procedures.*

A. *Application.* Applications for home-based businesses shall follow the same procedures for acquiring a business tax receipt as outlined in the City's Code of Ordinances: Chapter 16 – Article II – Local Business Tax Receipts and shall be filed on a form provided by the City. The Land Use Administrator may request additional information to ensure that all application materials are sufficient to review the request.

4.12.04. *Inspection and revocation.*

A. *Inspections.* A home -based business inspection may be conducted by the City following the issuance of a development order for a home -based business.

B. *Violations and revocation.*

1. The Code Enforcement Board shall determine violations, fines, or penalties for violations of this Code relating to home-based businesses. Such violations shall be treated as an unpermitted use within the zoning classification. The Code Enforcement Board shall have the authority to revoke development orders for home-based businesses.

Sec. 4.13. - Houses of Worship/Religious Institutions, Civic Clubs/Fraternal Organizations, and Nonprofit Organizations.

Houses of worship/religious institutions civic clubs/fraternal organizations, and nonprofit organizations shall be allowed as specified in Table 3-4. The following conditions shall apply to these uses:

4.13.01. *Master plan for long range development.* When submitting an application to expand an existing or construct a new house of worship/religious institution, a master plan for long-range development shall be submitted, including future plans for accessory uses such as educational facilities, gymnasiums, or similar facilities.

4.13.02. *Size limitations in the COM-1 District.* Within the COM-1 District, new or expanded houses of worship/religious institutions, civic clubs/fraternal organizations, and nonprofit organizations shall not exceed 30,000 square feet of gross floor area.

Sec. 4.14. - Industrial Uses.

4.14.01. *Industrial use classifications.*

A. *Heavy Industrial (IND-2) uses.* Heavy industrial uses shall include any facility that meets at least one of the following criteria:

1. Emits 500 pounds or more per year of lead or lead compounds; or
2. Emits 100 tons per year or more of any one regulated pollutant (PM10; nitrogen oxides; sulfur dioxide; carbon monoxide; volatile organic compounds; and lead) subject to regulation under F.S. ch. 403 ; or
3. Emits ten tons or more per year of any one hazardous air pollutant (HAP) as defined by Chapter 62-210, Florida Administrative Code; or
4. Emits 25 tons or more per year of any combination of hazardous air pollutants as defined by Chapter 62-210, Florida Administrative Code; or
5. The facility would require a major source Title V air permit as required by the requirements under F.S. ch. 403 ; or
6. Bulk storage of hazardous or regulated chemicals in excess of 25,000 gallons (excluding diesel and unleaded gasoline fueling facilities exclusively utilized for fueling of vehicles, public water/wastewater treatment and emergency generators); or
7. Large quantity generators of hazardous waste as regulated under Chapter 62-730, Florida Administrative Code; or
8. The following industrial uses are presumed to be considered heavy industrial based upon the above criteria: air curtain incinerators; asphalt plants; concrete batch plants; fabrication facilities (involving open air grit blasting or open air painting); phosphate/nitrate fertilizer manufacturing facilities; fiberglass products manufacturing facilities; explosive storage and or manufacturing facilities; biohazardous waste incinerator, pesticide formulation facilities; scrap yard/shredding facilities; soil remediation facilities; bulk solvent chemical storage and or processing facilities; paint/ink manufacturing facilities; secondary metals recovery or manufacturing facilities; chrome plating facilities; asbestos products fabricators; manufacturer, livestock importing/exporting facilities; and those uses listed in the IND-2 District outlined in Chapter 3, Table 3-4.

This list is not all-inclusive and other uses may be considered heavy industrial based upon the above criteria as determined by the Land Use Administrator.

B. *Light Industrial (IND-1) uses.* All other manufacturing, processing, and assembly activities not meeting one of the heavy industrial criteria listed in this Code shall be presumed to be light industrial, including those uses listed in the IND-1 District outlined in Chapter 3, Table 3-4.

C. *Approvals; permitting.* Approvals, permits, or other forms of written assurances from appropriate federal, state, or local agencies that the use is likely to meet or exceed the specified standards for dust emissions, water consumption, air quality, hazardous, and regulated waste management set forth in Chapter 10 shall be considered competent and substantial presumptive evidence that the use complies with these zoning performance standards for permitting.

4.14.02. *Industrial use performance standards.* Manufacturing, processing, and assembly operations shall meet the following performance standards. Proof of compliance shall be provided stating that all required permits for particular discharges can and will be met. All necessary environmental permits shall be obtained. Table 4-5 depicts the required performance standards for heavy industrial and light industrial and warehousing uses:

Table 4-5: Performance Standards for Industrial Uses

	Light Industrial & Warehousing (IND 1)	**Heavy Industrial (IND 2)**	**Application Requirements**
Lighting	Lighting shall be in accordance with Chapter 9 of the LDC	Lighting shall be in accordance with Chapter 9 of the LDC	Detail lighting plan
Sound Measured from property line	Residential: 60 dBA (7AM—10PM)	Residential: 60 dBA (7AM—10PM)	Statement of compliance
	Residential: 60 dBA (10PM—7AM)	Residential: 60 dBA (10PM—7AM)	
	Commercial: 65 dBA (7AM—10PM)	Commercial: 65 dBA (7AM—10PM)	
	Commercial: 60 dBA (10PM—7AM)	Commercial: 60 dBA (10PM—7AM)	
	Industrial: 75 dBA (7AM—10PM)	Industrial: 75 dBA (7AM—10PM)	
	Industrial: 75 dBA (10PM—7AM)	Industrial: 75 dBA (10PM—7AM)	
Water Consumption	Consumptive Use Permit specifically approved by SJRWMD	Consumptive Use Permit specifically approved by SJRWMD	SJRWMP CUP permit submittal
Hazardous/Regulated Waste Management	New Large Quantity Generators of hazardous waste as regulated under Chapter 62-730, F.A.C., as amended are prohibited	All hazardous waste generators shall comply with State and Federal regulations	List of potential waste generated and anticipated amounts.

	New chemical containment areas to provide appropriate secondary containment	New chemical containment areas to provide appropriate secondary containment	Statement of compliance
	BMPs developed to prevent potential discharges of regulated substances	BMPs developed to prevent potential discharges of regulated substances	Submittal of BMP plan.
Electrical/Electromagnetic Interference	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Use shall not cause, create or contribute Electrical/Electromagnetic Interference to adjacent properties	Statement of compliance
Air Quality	General Title V or non-Title V	Major Source Title V Permit under F.S. ch. 403 as amended	FDEP permit submittal
	Emits < 500 pounds per year of lead or lead compounds	Emits > 500 pounds per year of lead or lead compounds	FDEP Annual Operating Reports/Permits
	Emits < 100 tons per year of any regulated pollutant	Emits > 100 tons per year of any regulated pollutant	FDEP Annual Operating Reports/Permits
	Emits < 10 tons per year of any one HAP	Emits > 10 tons per year of any one HAP	FDEP Annual Operating Reports/Permits
	Emits < 25 tons of any combination of HAPs	Emits > 25 tons of any combination of HAPs	FDEP Annual Operating Reports/Permits
	BMPs to control dust	BMPs to control dust	
	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential areas	Airborne discharges shall be minimized so as not to cause or contribute to an objectionable odor to adjacent residential districts	Statement of compliance
	Regulated Pollutants shall meet federal and State air quality standards	Regulated Pollutants shall meet federal and State air quality standards	FDEP Annual Operating Reports/Permits/Monitoring
Storage of Hazardous or Regulated Chemicals	< 25,000 gallons permissible	Storage of Hazardous or Regulated Chemicals permissible	FDEP Registration/Inventory; Submittal of SPCC Plan

Fire Prevention Standards	Fire suppression devices shall be installed in accordance with City requirements	Fire suppression devices shall be installed in accordance with City requirements	Site plan and description of fire prevention measures with Fire Marshal/City approval
New Septic Systems	Not permissible	Not permissible	NA
Radioactive Materials	Fixed nuclear density gauges with sources exceeding 50 mCi prohibited	Fixed nuclear density gauges permissible	BRC radioactive material license and protection plan submittal
	Source material other than medical applications uses prohibited	Source material with BRC approval	BRC approval and documentation of RSO and authorized user

Note:

Regulated pollutants = shall consist of PM10, nitrogen oxides, sulfur dioxide, carbon monoxide, volatile organic compounds, lead.

HAP (Hazardous air pollutant) = As defined by Chapter 62-210 F.A.C. as amended.

BRC = Bureau of Radiation Control

RSO = Radiation Safety Officer

Sound = The standards set forth shall not apply to emergency warning devices, lawn care equipment, or construction operations.

Storage of Hazardous or Regulated Chemicals = Aboveground and underground storage tanks regulated by FDEP and utilized for vehicular purposes are permitted in IND-1 and IND-2.

Sec. 4.15. - Nonresidential Controlling Master Site Developments.

4.15.01. *Purpose and intent.* The purpose and intent of this section is to provide standards for a nonresidential controlling master site development. The standards will ensure internal consistency and compatibility with the character of the surrounding neighborhood. Elements of compatibility include the fundamental development pattern of the surrounding neighborhood, predominant building type, and features of site design, scale, and dimensions.

4.15.02. *Applicability.* Nonresidential controlling master site developments and large-scale commercial centers shall comply with the requirements of this section. Such developments shall be planned as a unit and at a minimum, include the following:

A. Shared parking and driveways.

B. Master stormwater facilities.

C. Master drainage system.

D. Pedestrian and vehicular connectivity between sites, structures, and uses.

E. Owners association.

F. Applicable to moderate and major development.

4.15.03. *Development standards.* In addition to the development requirements set forth in this Code, the following requirements apply to nonresidential controlling master site developments:

A. *Building setbacks.*

1. Buildings and ancillary structures within a nonresidential controlling master site development are encouraged to be constructed up to the interior lot line provided a plat has been recorded.
2. Reserved.
3. Setbacks shall be measured from project exterior boundary.

B. *Parking lot orientation.* No more than 60 percent of the off-street parking area for the entire property shall be located between the principal building(s) and the street unless the principal building(s) and/or parking lots are screened from view by abutting development (within outparcels) and additional tree plantings and/or berms.

C. *Pedestrian access.*

1. Continuous internal pedestrian walkways, no less than five feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, taxi stands, street crossings, building, and store entry points and shall feature adjoining landscaped areas that include trees, shrubs, benches, flowerbeds, groundcovers, or other such materials for no less than 50 percent of their length.
2. Sidewalks, no less than five feet in width, shall be provided along the full length of each building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least six feet from the facade of each building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.
3. Internal pedestrian walkways shall provide weather protection features such as awnings or porticos within ten feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.
4. All internal pedestrian walkways shall be distinguished from driving surfaces using durable, low-maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.

D. *Public amenities.* A nonresidential controlling master site development shall contribute to the establishment or enhancement of community and public spaces by providing at least two of the following:

1. Patio or seating area.
2. Pedestrian plaza with benches.
3. Transportation center.
4. Window shopping walkways.
5. Outdoor play area.
6. Kiosk area.
7. Water feature.
8. Clock tower.
9. Steeple.

10. Other such focal features or amenities that, in the judgment of the Land Use Administrator based on generally accepted planning principles adequately enhance such community and public spaces.

Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.

E. *Outdoor storage, trash collection, and loading areas.*

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.

2. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 20 feet of any public or street, public sidewalk, or internal pedestrian way.

3. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, and other service functions shall be incorporated into the overall design of the building and the landscaping. This is to ensure that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

4. Areas not enclosed for the storage and sale of seasonal inventory shall be permanently defined and screened with walls or fences. Materials, colors, and designs of screening walls or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

5. Temporary sales/displays, such as Christmas trees, landscape materials, and fireworks, shall follow all requirements as outlined in this Code.

F. *Architecture.* All nonresidential controlling master site developments shall comply with architectural standards established in Chapter 13. In addition, the applicant shall provide, upon request, alternative designs or prototypes in addition to any typical corporate prototype. Alternative designs shall be provided to reflect the local character of the surrounding areas. Design templates may include, but not be limited to, Art Deco, Mediterranean, Main Street, and Green Design.

4.15.04. *Wall signage.* Signs shall be consistent and complementary in style, color, and materials to the style, color, and materials of the principal structure. Refer to Chapter 12 for sign requirements.

4.15.05. *Maintenance of property; abandonment.* During any period of vacancy following relocation of the business and prior to reuse, the vacant building shall meet the following standards:

A. All exterior surfaces shall be maintained and in good repair.

B. The exterior walls shall be maintained free from holes, rotting materials, and graffiti.

C. Roofs and buildings shall be maintained in structurally sound, safe, and weather tight conditions.

D. Window glass shall be in place and maintained in a safe and weather tight condition.

E. The grounds shall be maintained and free of trash, stored materials, inoperative or unlicensed vehicles, and equipment.

F. Accessory structures, such as fences, walls, signs, accessory buildings, or other physical improvements, shall be maintained in a safe condition and free of graffiti.

G. Outdoor sales may be permitted on a case-by-case basis in accordance with this chapter.

H. Outdoor security lighting shall be maintained and operated.

I. Landscaping shall be watered, pruned, and weeded as necessary.

(Ord. No. 2009-26, §§ 27—30, 12-15-09)

Editor's note— Ord. No. 2009-26, § 27, adopted December 15, 2009, changed the title of Section 4.15 from "Large-scale commercial center" to "Nonresidential controlling master site developments."

Sec. 4.16. - Marinas.

4.16.01. *General.* Except as expressly set forth in this section, no application shall be approved by the Land Use Administrator and a permit issued unless the application conforms to the requirements of this Code, and the application fees have been paid.

4.16.02. *Applicability.* When permitted as an accessory use, the marina shall be accessory to a developed use on any waterway within the district. Marinas shall be allowed as specified in Table 3-2 and Table 3-4 and subject to the following standards:

A. *Compliance with federal and state laws.* All marina facilities shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the requirements and permits of the Florida Department of Environmental Protection, St. Johns River Water Management District, and the Army Corps of Engineers. Verification that all necessary permits and/or required studies have been obtained shall be submitted to the City prior to commencing construction activities.

B. *Live aboard watercraft prohibited.* Under no circumstances shall a vessel docked or moored off the pier at a noncommercial marina be used as a live aboard watercraft.

4.16.03. *Permit required.* Any person or entity must be issued a marina facility permit before operating a marina facility within the City.

A. Marina facility permit applications shall be considered and acted upon by the Land Use Administrator and, if applicable, the Planning and Land Development Regulation Board, subject to the terms and conditions of this Code. Marina facility permits, when approved, shall be approved in the form of a development order which may be subject to such terms and conditions as the Planning and Land Development Regulation Board or Land Use Administrator may deem appropriate consistent with the provisions of this Code. Except as provided in this section, no person may cause, suffer, or allow construction of a marina facility without first obtaining a permit from the City. Except as provided in this Code, and after issuance of a permit or permit amendment to the marina facility, no person may cause, suffer, or allow the operation of a marina facility without first obtaining from City staff a final inspection and authorization to begin operation of the marina facility as described in this Code.

B. Except as otherwise expressly stated in this Code, any person who is required by this Code to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this Code.

C. A person who already has a permit for a marina facility may commence emergency reconstruction of damaged marina facilities without first obtaining a permit amendment from the City, provided that written notice of the commencement of reconstruction activities is provided to the City within 72 hours of commencement of reconstruction. Within 30 working days of commencement of reconstruction, the marina facility owner shall submit an application for a marina facility permit amendment.

4.16.04. *Review authority.*

A. *Application submittal.* An application for a marina facility permit may be submitted on a form provided by the City and shall include such information as the Land Use Administrator may determine necessary.

B. *Land use administrator.* The Land Use Administrator shall perform the technical review for all marina facilities and shall have the authority to approve issuance of development orders for all noncommercial marina facilities.

C. *Planning and land development regulation board.* The Planning and Land Development Regulation Board shall receive recommendations from the Land Use Administrator for commercial marina facilities. The Planning and Land Development Regulation Board shall have the authority to approve issuance of development orders for all commercial marinas.

4.16.05. *Location and configuration.*

A. *General location standards.*

1. No marina facility shall be permitted to be located or configured to extend into navigable waters of the City to such a distance that it would constitute a navigation hazard or a flood control hindrance or would unreasonably infringe upon public legal use of and access to the water surface.

2. Marina facilities shall not be so located or configured in such a way as to potentially displace boating traffic into shallow areas.

3. In accordance with the City's wetland protection regulations and through avoidance and minimization strategies, proposed marina facilities shall demonstrate that impacts to wetlands have been avoided and/or minimized to the maximum extent practicable.

4. A marina facility site may be approved only when the applicant has demonstrated that the location has adequate depths to accommodate the proposed watercraft use. All marina facilities access shall be through existing channels or through areas greater than three feet in water depth at mean low water. If existing channel or through areas contain less than three feet of low mean water depth and dredging is required, the applicant must demonstrate that the initial dredging operations are necessary and measures were taken to avoid and minimize, to the extent practical, negative impacts to environmental resources of the City including, but not limited to, water quality, threatened and endangered species, fish, and wildlife habitat. The issuance of permits to the applicant from the Army Corps of Engineers and the St. Johns River Water Management District or Department of Environmental Protection shall satisfy the requirements of this provision.

B. *Setback requirements.* Marina facilities shall include the following minimum setbacks for structures located over or on the water surface and related facilities:

1. *Adjoining properties.* A 50-foot setback shall be established from the riparian property line of adjoining waterfront properties for marina facilities located on the Intracoastal Waterway. A 25-foot setback shall be established for other navigable waters of the City.

2. *Public water supply wells.* No commercial marina facility or marine service station shall be located within 500 feet of an existing public water supply well that is licensed and operated in accordance with all applicable law.

3. *Designated swim areas.* No marina facility structure shall be located on or over the water surface within 100 feet from any existing City designated swim area.

4. *Residentially designated property.* No commercial marina building or structures, or marine service station, shall be located within 100 feet of a residential property line, unless otherwise specified within this section of the Code.

C. *Property ownership.*

1. Marinas shall be located on and over the navigable waters of the City that are owned, leased, or otherwise controlled by the applicant, or marina owner, or operator and shall not materially and significantly interfere with established legal rights and privileges of an adjoining property owner including, but not limited to, those conveyed through covenants, deed restrictions, easements, court judgments, or other legally binding documents.

2. The applicant or marina facility owner or operator shall provide the name and address of the owner of the lot or parcel including, but not limited to, that portion of the lot or parcel under the water surface. The applicant shall provide, at a minimum, the following documentation:

   a. An affidavit, in a form prescribed by the City, stating that the applicant owns, leases, or otherwise controls the lot or parcel over which the marina will be located.

   b. If the applicant, or marina facility owner or operator, and the property owner are different individuals or entities, documentation, such as a lease, easement, or other deed-recorded instrument, supporting applicant's claim that the applicant has the authority from the property owner to locate the marina on or over the lot or parcel.

   c. Other documentation, if required by the City, to demonstrate ownership or control, which may include a title opinion from an attorney or a title insurance commitment, if such ownership or control is questioned. Any such title opinion shall state that the attorney has reviewed the chain of title or other appropriate documents and finds that, in the attorney's professional opinion, the applicant is the owner or has the legal right to construct a marina facility on or over the lot or parcel in question.

3. Dock or slips associated with a noncommercial marina facility shall only be sold, leased, used, or otherwise conveyed to residents of the residential development associated with the noncommercial marina. Deed restrictions acceptable to the Land Use Administrator, shall be required to ensure that residents will be subject to restrictions prohibiting residents from improperly using any dock slips or the marina facility and further obligating the residents observance of all rules and policies established by this Code. Deed restrictions shall require that the marina facility be private and that ownership of the marina facility slips, at a minimum, be restricted to residents. Applicable deed restrictions shall require language that prohibits any rental of dock slips by the residents to the public at large. Unit owners may lease their slip(s) to tenants or other unit owners.

4. Docks or slips as an accessory use in the SFR, DPX, EST, AGR, and MPD zoning districts shall not be sold, leased, used, or otherwise conveyed to anyone other than the owner of the lot, parcel, or tract. If the dwelling unit is leased or rented, the dwelling unit is required to be registered with the City in which the dock or slip is automatically included as part of the registered dwelling unit as the dock or slip is an accessory use to the dwelling. Owners of the dwelling unit shall be held responsible for any vessel moored, docked, and/or stored at the dock or slip.

4.16.06. *Protection of water quality.*

A. *Water exchange and flushing action.* The following requirements apply to all marina facilities:

1. Site and design the marina facility such that wind and currents will aid in flushing of the site or renew its water regularly.

2. Site and design the marina facility such that the bottom of the marina facility and the entrance channel are not deeper than adjacent navigable water unless it can be demonstrated that it will not negatively impact flushing and water quality standards.

3. Design marina facilities with as few segments as possible to promote circulation within the basin.

4. Design and locate entrance channels to promote flushing.

5. Establish two openings, where appropriate, at opposite ends of the marina facility to promote flow through currents; provided, however, that when the establishment of two openings is not practical, as determined by the Land Use Administrator, and adequate flushing action is demonstrated to the Land Use Administrator for the proposed number of slips, two openings shall not be required.

6. Consider other design alternatives in poorly flushed waterbodies (e.g. open marina basin over semi-enclosed design) to enhance flushing.

7. Land surface drainage patterns shall be designed with swales, contours, shallow depressions, or other acceptable water retention and treatment standards, to minimize direct runoff in surface waters.

8. The dredging of new channels to provide marine facility access to a site may be permitted if an applicant can demonstrate to the Land Use Administrator that such activities will improve or maintain surface water quality and flushing and will not cause a safety hindrance to navigation.

B. *Dredging and spoil management.*

1. An applicant must provide a description of the measures taken to avoid and minimize impacts to submerged aquatic vegetation. Submerged aquatic vegetation means shoal grass, paddle grass, star grass, Johnson's seagrass, sago pondweed, clasping-leaved pondweed, widgeon grass, manatee grass, and turtle grass. Appropriate location and complementary design of the dock facility may be necessary to protect shoreline and aquatic vegetation. Mitigation shall be consistent with federal and state regulations.

2. Dredging activities shall be conducted by a qualified contractor familiar with the applicable best management practices concerning dredging operations. All dredging activities shall obtain all necessary permits from the Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Army Corps of Engineers or any other agency with applicable jurisdiction.

3. As part of the application for marina facilities, a dredging maintenance plan shall be submitted to the City. The plan shall describe best management practices, projected amount of dredge materials, and spoil disposal. The plan shall describe anticipated maintenance dredging activities and anticipated maintenance dredging intervals.

4. Dredging shall be prohibited in those special and Outstanding Florida Waters as provided for by the state unless specifically authorized by the Florida Department of Environmental Protection, the St. Johns River Water Management District, or the Army Corps of Engineers.

5. Dredge spoil shall be disposed of in upland areas as approved by applicable federal, state, and local agencies.

6. Designed engineering controls shall be utilized for marina facilities parallel to the Intracoastal Waterway to minimize maintenance dredging unless it can be clearly demonstrated to the Land Use Administrator that the proposed marina facility will not require excessive maintenance dredging. For the purposes of this Code, excessive maintenance dredging means maintaining adequate water depth at the marina facility by the use of maintenance dredging more than one time in a one-year period. In lieu of requiring engineering controls, the owner or applicant may require the utilization of shallow drafting boats. For the purposes of this Code, shallow drafting boats are designed and approved to draft less than two feet of water.

C. *Erosion, shoaling, and shoreline stabilization.*

1. Applicants proposing a marina facility must address existing and future erosion or shoaling in the proposed design. Each development order will have a general condition, which

requires the applicant or owner to utilize appropriate erosion control practices and to correct any current or future adverse erosion or shoaling problems.

2. To help prevent shoreline erosion, facilities adjacent to the Intracoastal Waterway shall stabilize the shoreline through the construction of a coquina rock revetment or other suitable material running the length of the shoreline. The revetment work shall occur above the mean high waterline. If necessary, submerged bulkheads shall be installed parallel to the Intracoastal Waterway to alleviate shoreline erosion and prevent excessive shoaling.

4.16.07. *Design of marina facilities.*

A. *Dimensional standards.*

1. The width of a marina facility, inclusive of all structures, shall not exceed 75 percent of the width of the owner's waterfront property line. Newly created shoreline associated with internal basins may be fully developed with marina facilities provided additional marina facilities are not developed in areas along the Intracoastal Waterway abutting a newly created internal basin. Existing vegetative and environmental features of the area immediately abutting the Intracoastal Waterway shall be preserved to the greatest extent feasible in accordance with the City's tree preservation regulations.

2. Total dock surface area shall not exceed ten square feet per linear foot of the applicant's waterfront property line. Calculations for dock surface area shall include gazebos, access walkways, platforms, catwalks, and other associated water-dependant structures. This standard may be increased to 12.5 square feet per linear foot of the owner's waterfront property line if it can be demonstrated to the Land Use Administrator that the additional coverage results in an improved structural or safety design without adverse environmental impacts.

3. Marina facility structures shall not extend further waterward from the edge of the Federal channel of the Intracoastal Waterway than as permitted by the Army Corps of Engineers or other relevant regulatory authority.

4. Walkways shall be constructed above the water level at all times and shall be structurally sound. Main walkway widths shall be a minimum of four feet wide. If significant pedestrian traffic is likely, the width shall be a minimum of six feet. Finger walkways shall be a minimum of three feet wide. Specific areas shall be designated and constructed to ensure handicap accessibility. Where practicable, dock and decking design and construction shall ensure penetration of light sufficient to support existing shallow water habitats.

5. No marina facility structure shall, at any time, extend to a height of more than 20 feet above the mean high water line. Boathouses within a marina facility shall not exceed 13 feet above the top of adjacent bulkhead or revetment and shall not exceed 18 feet above mean sea level (1929 NGVD).

6. Proposed marina facilities and associated structures shall be constructed in a visually pleasing manner as determined by the Land Use Administrator based upon generally accepted planning principles with the existing terrain and vegetation. Structures shall obstruct as little as reasonably practical scenic views from the shoreline or other navigable waters of the City. Long unbroken extensions of line shall be avoided by alleviating long monotonous structures through architectural design and by separating watercraft slips. A 15-foot no slip buffer shall be required for every 20 watercraft slips.

7. Architectural design shall consider pedestrian access to the shoreline area of the Intracoastal Waterway. Design standards shall include, but are not limited to, step-ways as well as the incorporation of raised spans in the dock design.

8. Boathouses within a marina facility shall utilize "hip" roofs and shall not be enclosed or contain walls. All marina facilities that include slips shall be consistent by either having all

slips that contain boathouses or no slips that contain boathouses. Roofs for boathouses shall be of the same material and color. Roofs for any purpose other than for a boathouse or slip, excluding gazebo type structures, may be permitted by the Land Use Administrator using the same criteria as applicable for variances.

9. Fairways shall accommodate a minimum fairway width of one time the length of the longest boat slip.

10. Channel entrances and the channel leading to a marina facility shall provide safety and ease of passage and to promote flushing. Exclusive of any docks or berths, channels and channel entrances shall be at least 40 feet wide or four times the beam of the widest watercraft berthed in the marina facility unless an adequate channel traffic control program is provided.

B. *Vehicular watercraft launching ramps.*

1. Vehicular launching ramps shall be properly placed and designed to ensure minimal impact on aquatic and terrestrial resources.

2. Vehicular launching ramp slopes shall be designed and constructed between 12 and 16 percent above the waterline and 15 to 20 percent below the waterline at mean high water.

3. If practical, launching ramps shall be paved to approximately five feet below the extreme low tide and contain a gravel shelf at the end of the ramp.

4. For safety purposes, a pier or similar structure shall be provided adjacent to the ramp for boarding and holding a boat while launching. If feasible, piers or similar structure should be provided on both sides of the ramp.

5. To provide adequate traction for vehicles, the surface of the ramp shall be scored or patterned. Deep grooves in concrete should be perpendicular to the slope of the ramp to provide adequate traction for vehicular traction.

6. Ramps shall be adequately maintained and kept free of algae growth and siltration.

7. Adequate safety lighting and appropriate warning signs are required.

C. *Safety design standards and certification.*

1. All marina facilities shall be designed and maintained in such a manner as to ensure public safety.

2. Fire suppression devices and other associated firefighting facilities shall be installed. Accommodations shall be made and approved by the Land Use Administrator to provide appropriate accessibility for firefighting response teams. Marina facilities shall be constructed in such a manner that would not increase the risk of fire to nearby residential dwellings or that would reasonably be deemed to cause an increase in fire insurance premiums of nearby structures.

3. All permit and permit amendment applications for construction or modification or expansion of a marina facility must contain a signed certification from a professional engineer or architect authorized to do business in the state of Florida. The certification must state that the civil, structural, electrical, mechanical, plumbing, and other associated systems of the marina facility are designed to ensure public safety and comply with the most recent editions of the following codes: Florida Building Code, National Electrical Code, Fire Prevention Code, and National Fire Protection Association.

4. Upon completion of construction, expansion, or modification of a marina facility, the applicant shall submit follow-up certifications (as-builts) signed by the engineer, architect, and/or master electrician stating that the construction, expansion, or modification was completed in

accordance with above-referenced publications and plans submitted to and approved by the City.

5. With respect to the electrical requirements only, in lieu of an engineer's certification, a master electrician may design and certify the electrical installations and systems of a marina facility as complying with the most recent editions of the National Electrical Code.

4.16.08. *Performance standards.* All marina facilities shall be designed, constructed, and operated to protect the natural resources of the City and prevent wastewater and other pollutants from entering water. Except as otherwise expressly stated in this Code, any person who is required to obtain a marina facility permit or permit amendment shall demonstrate compliance with the performance standards set out in this section.

A. *Natural resource analysis statement.*

1. *All marina facilities.* An applicant for a marina facility permit shall prepare and submit as part of the application a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize potential environmental impacts. The applicant shall use the results of the natural resource analysis statement to design and operate the marina facility with the least amount of environmental impact reasonably achievable. The applicant is encouraged to consider for inclusion those best management practices listed below after each specific impact, but may include alternative best management practices that are comparable to those listed.

   a. Solid waste collection and disposal.

   b. Litter and debris collection and disposal.

   c. Watercraft cleaning.

   d. Source pollution control.

2. *Noncommercial marinas.* An applicant for a noncommercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts:

   a. Watercraft sewage management.

   b. Hazardous material storage.

3. *Commercial marinas.* An applicant for a commercial marina permit shall prepare and submit as part of the application, a natural resource analysis statement, which shall describe the following specific impacts listed below and further identify those best management practices that will be implemented by the applicant to minimize such impacts. Upon two years following application approval and construction, a commercial marina shall pursue a "Clean Marina" designation from the Department of Environmental Protection, Clean Marina Program.

   a. Watercraft sewage management.

   b. Hazardous material storage and pollution prevention.

B. *Threatened and endangered species.* All marina facilities shall comply with all applicable laws, rules, regulations, and Ordinances that relate to the protection of endangered or threatened species or species of special concern or which otherwise protect fish and wildlife.

C. *Dockmaster.* All commercial marina facilities shall provide for a dockmaster. All noncommercial marina facilities that include greater than 40 slips shall provide for a dockmaster. The purpose of the dockmaster is to oversee the proper usage of the facility and to ensure compliance with the applicable provisions and requirements of this section.

D. *Marine service station.* Marine service stations shall be permissible in commercial marinas in compliance with the following provisions:

1. All construction, components, and operational maintenance standards of marine service station fuel systems shall comply with all federal, state, and local regulations and be constructed in a manner to avoid spills. If a spill occurs, it shall be promptly reported in accordance with all federal, state, and local requirements.

2. Provide fueling stations with spill containment equipment, adequate supply of absorbent materials, and other necessary equipment to clean up any minor spills that may occur.

3. Promote the use of oil-absorbing materials in the bilge areas of all watercraft with inboard engines. Encourage the examination of these materials at least once a year and replace as necessary. Provide receptacles to recycle materials, if possible, or dispose of them in accordance with all applicable disposal laws, rules, and ordinances.

E. *Risk management for marina facilities.*

1. *Fire hazards.* No activity shall be conducted, and no materials will be stored of such a nature, or in such a manner, so as to constitute a fire hazard. When an activity is being conducted which could constitute a fire hazard, it shall be the responsibility of the party involved to have proper fire protection on the site as determined by the City Fire Marshal.

2. *Hurricane contingency plan.* Marina facilities shall prepare and make available a hurricane contingency plan, which shall include those methods to be taken to secure property and facilities at a marina facility. Commercial marinas shall provide educational materials that include procedures for securing of watercraft for those who own or rent space at the commercial marina.

3. *Lighting.* Marina facilities shall be continuously lighted from sunset to sunrise and during periods of restricted visibility.

a. The minimum safety lighting shall adequately define the presence of all structures located on or over the water surface.

b. When possible, lighting shall be so located and configured or shielded so as not to present a hazard to navigation and to minimize ambient light pollution.

c. Marina facility lighting shall be wired with a photo-electric cell-operated switch so that the lights will automatically operate.

d. All watercraft proceeding within the marina confines shall be at "idle speed - no wake", meaning a very slow speed whereby the wake or wash created by the watercraft would be minimal, and shall adhere to any limits related to manatee protection areas.

e. Personal throwable flotation devices shall be readily available on the marina facility at intervals of every 100 feet at the marina facility. Ladders shall be installed in appropriate locations and intervals to provide emergency access to the surface water within a marina facility.

F. *Prohibited acts.*

1. It is prohibited and unlawful for a watercraft to transmit stray electrical current. Compliance with this requirement will be deemed satisfied when the electrical resistance is more than 1,000 ohms as measured between the water adjacent to the watercraft and all of the three alternating current conductors at the dock end of the shore power cord. This cord, at the time of measurement, must be connected to the watercraft's alternating current terminals. The watercraft's alternating current circuit shall be switched to the "on" position and connected as for normal dockside operation.

2. If a watercraft is found by a certified electrical contractor or a certified marina electrical contractor to be producing stray current, notice shall be given to the owner and a reasonable amount of time provided to correct the problem. Notwithstanding the foregoing, the marina owner or operator or the dockmaster shall have the authority to disconnect the watercraft from shore power immediately if the level of stray current being produced poses a real and immediate threat to personal safety or the rapid corrosion of the watercraft and/or its neighboring watercraft/structures. If the watercraft is unplugged upon discovery of the stray current, every effort will be made to promptly notify the watercraft's owner as to the action taken. The dockmaster, however, shall assume no liability whatsoever for any losses or damage suffered from the denial of shore power to a watercraft producing stray current. If the problem is not corrected in a reasonable amount of time, the dockmaster will have the right to disconnect the watercraft from shore power until corrective action is taken. If the licensee reconnects the watercraft without being fixed, for any other purpose than stray-current testing, the dockmaster may deny use of shore power. Continued reconnection to shore power, if the watercraft's ground fault has not been corrected, may result in the cancellation of the berth license agreement. Shore power cords shall be of the three wire type including a functioning ground wire with insulation types SO, ST or STO and with a wire thickness in accordance with all applicable building and safety codes. Cords that are found to be a significant hazard to personal safety shall be unplugged immediately.

3. It is prohibited and unlawful to carry, store, or transfer either gasoline or diesel onto any dock of any marina facility, except for less than 25 gallons of premixed outboard motor fuel. All other fueling shall be accomplished at a marina service station or other appropriate location.

4. It is prohibited and unlawful for an owner, operator, or person in command of any watercraft to operate or allow such watercraft to be operated within a marina facility at a speed in excess of posted limits, or in any reckless or negligent manner. Watercraft operators and owners shall be responsible for any damage or injury produced by their creation of an excessive wake within a marina facility.

5. It is prohibited and unlawful to tie up, moor, or operate a watercraft in a marina facility area in such a manner as will prevent or obstruct the passage of other watercrafts or voluntarily or carelessly sink any watercraft in any channel, or float loose timbers, logs, or piles in any channel in such a manner as to obstruct, impede, or create a menace to navigation.

6. It is prohibited and unlawful to swim, dive, water-ski, or skin dive within a marina area; provided, however, that a person may dive or skin dive for the purpose of bona fide scientific research, inspection of the marina or a watercraft, maintenance of a watercraft, or making of emergency repairs on any watercraft.

7. Live-aboard watercraft is prohibited and unlawful in a noncommercial marina facility.

8. It is prohibited and unlawful to discharge any human waste whatsoever, or any substance or material deleterious to fish, plant, or bird life from a watercraft except in a lawful manner. Waste of any nature may only be disposed of in accordance with law and it is prohibited and unlawful to dispose of waste in any manner contrary to law or in a manner that could reasonably result in adverse impact to natural resources or the public health, safety, or welfare.

9. It is prohibited and unlawful to allow a person to perform any work on, or provide any service to any licensee or watercraft within a marina for which such person receives a fee, compensation, or any other thing of value, unless such person has first paid the City's local business tax.

10. It is prohibited and unlawful to conduct any activity that endangers any endangered or threatened species or species of special concern or to threaten, harass, or endanger wildlife in a manner inconsistent with the provisions of federal and state law, regulations, or ordinances.

G. *Abandoned, derelict, and hazardous structures.*

1. No abandoned, derelict, or hazardous marina structures shall be allowed upon navigable waters of the City or shores of the City. Marina facility structures that are likely to damage private or public property or become a hazard to navigation shall not be permissible.

2. The owner, homeowners association, or other legal authority responsible for the marina facility shall be responsible for providing maintenance and repairs of the marina facility and associated structures. Structures that are found to be hazardous to the public health safety, and welfare or damaging to environmental resources, are subject to being removed following written notification by the City.

3. Refer to Palm Coast Code section entitled "Abandoned or Derelict Vessels."

4.16.09. *Inspections.*

A. *Right of entry.* Authorized agents, firefighting personnel, law enforcement officers, or employees of the City shall have the right to enter at all reasonable times in or upon any property, whether public or private, for the purpose of inspecting and investigating conditions relating to construction, modification, or operation of a marina facility or existing marina facility. The City shall not enter private property having management in residence without first notifying the management, or the person in charge at the time of the inspection, of their presence and exhibiting proper credentials. Authorized City employees shall observe the rules of the establishment being inspected concerning safety and fire protection. Nothing in this section, however, shall preclude a law enforcement officer from entering the property without notice to investigate suspected criminal activity as might otherwise be allowed under the laws of the State of Florida.

B. *Final inspection.* When a development order for a marina facility is issued in accordance with the requirements of this Code and upon completion of construction activities, the City will complete a final inspection of a marina facility to ensure that it is in compliance with all applicable regulations and construction standards, and is consistent with approved construction plans prior to operation. The following items shall be provided to the City prior to initiating a final inspection:

1. Four copies of as-builts;

2. Auto Cad format as-builts provided on a compact disc;

3. All original testing reports;

4. All federal, state, and other applicable permits or clearance letters; and

5. Certificate of completion from the engineer stating that the marina facility has been constructed per his/her signed and sealed construction plans.

4.16.10. *Exemptions.* The following are exempt from the provisions of Section 4.16:

A. Docks as an accessory use to a single-family home abutting a single-family lot.

B. Marina facilities existing, or which have not been constructed, but have received local governmental approval prior to August 19, 2008 shall be exempt from the provisions of this Code, but shall be subject to all other applicable permit requirements of any and all agencies with jurisdiction. Any modification to marina facilities to increase the existing number of slips will be subject to the provisions of this Code.

4.16.11. *Deviations and variances.*

A. *Deviations.* The Land Use Administrator may issue a deviation of up to five percent of any development standard contained herein if it is determined that the effect of the deviation is minimal or insignificant and meets the variance conditions in Subsection 4.16.11.B below. Any deviation request shall be submitted in writing and approval shall be issued in writing.

B. *Variance.* The Planning and Land Development Regulation Board shall have the power to grant a variance to the provisions of this Code where strict adherence to one or more of the standards would either: 1) result in an undue hardship demonstrated on the basis of an irregular or unusual shoreline configuration; or 2) result in marina facility design or placement which, for unintended or unanticipated reasons, does not meet the general purposes and intent of this Code. Variance requests shall be in accordance with requirements established in Chapter 2 and shall also be evaluated based upon their effects or impacts on:

1. State surface water quality standards;
2. Endangered and threatened species;
3. Navigability within the marina facility or the abutting waterbodies;
4. Abutting properties including, but not limited to, waterfront usability, views, or riparian rights;
5. The public health, safety, and welfare including, but not limited to, boater safety, the provision of fire safety mechanisms, and provision of adequate sanitary sewer facilities; and
6. The variance, if granted, shall not impair the overall purposes and intent of this Code.

(Ord. No. 2009-26, §§ 31—33, 12-15-09)

Sec. 4.17. - Outdoor Oriented Uses and Activities.

4.17.01. *Outdoor storage in SFR, EST, DPX, MHD, and MFR Districts.* Refer to Chapter 44, Article II in the City of Palm Coast Code of Ordinances.

Refer to Section 4.19 for temporary uses, i.e. special events, and seasonal promotions and sales.

4.17.02. *Outdoor storage in COM, OFC, PSP, IND, P&G, and PRS Districts.* Where outdoor storage is a principal permitted use or a regularly recurring accessory use (not including outdoor displays of merchandise) in nonresidential zoning districts the following requirements shall apply:

A. *Screening.*

1. Screening shall be attained through one of the following options:
   a. Landscape material in conjunction with a black vinyl chain link fence at least six feet in height, or more than six feet when used to screen shipping containers.
   b. Opaque fence or wall meeting the requirements outlined in Section 4.01.
   c. Architectural features consistent with all approved structures on site.
   d. An administrative waiver may be granted by the Land Use Administrator upon a finding that a natural buffer or wetland area adequately screens the area.
2. No merchandise, equipment, machinery, materials, motor vehicles, or other items (including shipping container storage areas) shall be stored above the height of the screening.

B. *Shipping container storage.* Temporary storage of shipping containers is allowed if storage is limited to a 90 calendar day period, with containers not to be replaced within 90 calendar days. Temporary areas used for shipping container storage shall be depicted on site plans. Containers shall be located a minimum of 20 feet from all building openings on a durable all weather surface and shall not be located where visible from any surrounding rights-of-way, in any driveways, fire lanes, pedestrian ways, or parking spaces required to meet the minimum standards for the site.

4.17.03. *Outdoor display of merchandise.*

A. *Outside displays.* Outside retail displays (not including seasonal promotions and sales—refer to Subsection 4.19.04) shall be permitted during normal business hours when located on the same lot as an existing retail business that is operating from an approved building provided that:

1. Outside displays are subordinate and accessory to the existing business;
2. Outside displays are conducted only by the owner or tenant leasing a unit on the site;
3. Outside displays are limited to the goods and services normally offered by the owner or tenant leasing a unit;
4. Outside displays are consistent with the zoning of that parcel;
5. Outside displays do not hinder required access to the site or create safety hazards;
6. Outside displays are located adjacent to the building and not located within any portion of the vehicular use area; and
7. The outside display area was depicted on a site plan.

B. *Vending machines.* A maximum of two vending machines per 100 feet of linear building frontage shall be permitted outside of commercial buildings provided they are located under roof, placed flush against a building wall, and do not obstruct pedestrian accessibility.

Sec. 4.18. - Recreational Vehicle Parks.

4.18.01. *Intent.* It is the intent of the City to provide for areas to be developed for the parking of recreational vehicles, travel trailers, motor homes, camping tents, and trailers occupied as a temporary living quarters in an environment that provides for recreational amenities and on-site conveniences. It is further intended that the individual spaces not be marketed or sold for individual ownership, but that the site be retained in a form of single or common ownership.

4.18.02. *Applicability.* The regulations in this section apply to all developments providing for the accommodation of transient recreational vehicles, camping tents, and trailers in zoning districts that allow such uses as permitted, limited, or special exception.

4.18.03. *Limitations.* Recreational parks are intended for temporary accommodations and shall not be developed for permanent residential use or for homesteading purposes. An occupant shall not remain in the same recreational park for a period exceeding six months in any 12-month period. Spaces shall be rented by the day, week, or month only.

4.18.04. *Permitted uses, facilities, and structures.*

A. Parking of recreational vehicles, travel trailers, motor homes, camping tents, cabins, trailers, and residential manufactured buildings pursuant to Florida Statute 553.382.

B. Recreational facilities including, but not limited to, community room or center, fields and courts, playgrounds, docks, swimming pools, boat-launching areas, picnic areas, beaches, amphitheaters, outdoor pavilions, and similar facilities.

C. Shower, restroom, laundry, and maintenance facilities.

D. A central clubhouse, which may include an office, restaurant, fitness center, general store, meeting/event space, and similar uses. These types of uses shall be available to guests but may be opened to the public.

E. Management office and manager or caretaker residence.

F. The only permitted enclosed storage structure and garage facilities are those associated with the park manager or caretaker residence.

G. Free standing screen rooms and/or cabanas may be permitted if such structures are totally independent from the recreational vehicle and shall be constructed in such a manner as not to impede the immediate removal of any recreational vehicle from its designated site.

H. Concrete slabs, decks, and patios may be permitted provided such facilities are detached and structurally independent from the accompanying recreational vehicles and in no way impede the immediate removal of recreational vehicles from the site.

I. An accessory storage area for registered recreational vehicles, boats on trailers, and utility trailers belonging exclusively to park guests, provided this area does not exceed 10 percent of the overall property area. Any such area is subject to screening from public rights-of-way as required by Section 5.04.10.

J. Pet-friendly amenities, including, but not limited to, dog parks, pet wash stations, and pet-friendly designated accommodation areas.

4.18.05. *Development standards.*

A. *Size.*

1. The minimum area for a recreational park shall be three acres.

2. The minimum recreational vehicle space size shall be 30 feet by 60 feet.

3. The minimum tent or camping site size shall be 500 square feet.

4. The minimum cabin or residential manufactured building site size shall be 1,500 square feet.

B. *Setbacks.*

1. All structures shall comply with the minimum building setback requirements of the zoning district upon which the subject property is located, except that no RV, cabin, residential manufactured building, or tent space site shall be located within 30 feet of the project's perimeter.

2. All commercial structures that are accessory to the principal use shall be oriented to the interior of the recreational park.

3. When a recreational vehicle park is adjacent to an existing platted single-family residential subdivision, a minimum perimeter buffer of fifty (50) feet shall be provided between the recreational vehicle park and the adjacent residential subdivision.

C. *Building height.* The maximum building height shall be 35 feet.

D. *Utilities.*

1. Central water and sewer facilities and electricity shall be provided except for primitive campgrounds designed for tents only.

2. Dumpsters for trash and recyclables shall be located no farther than three 300 feet from any individual site.

3. Unless every recreational vehicle site has a sanitary waste outlet, a central pump-out station shall be provided.

E. *Landscaping and buffers.* Landscaping and buffers shall be required as outlined in Chapter 11.

F. *Recreation areas.* There shall be at least one active recreational area comprising at least five percent of the total land area of the project. The recreation area shall be easily accessible to all occupants of the project. Such areas shall be easily accessible to all guests and shall

not include RVs, cabins, residential manufactured buildings, tent sites, street rights-of-way, buffer strips, or storage areas.

G. *Parking.*

1. Parking for individual sites is not required to be paved. However, sufficient space shall be provided at each site to accommodate at least one vehicle.

2. Off-street parking spaces meeting the parking requirements outlined in Chapter 5 shall be provided for all other uses within the recreational vehicle park.

H. *Access.*

1. The recreational vehicle park shall be located on an arterial or collector road. No entrance or exit to a recreational vehicle park shall be allowed through a residential district. Recreational vehicle parks with a combination of 100 or more recreational vehicle spaces, cabin spaces, or residential manufactured buildings shall provide a secondary access.

2. All accessory structures shall only be accessible from a street within the recreational park.

Sec. 4.19. - Temporary Uses.

The temporary uses included in this section are not meant to be all-inclusive or to address every type of use or special event that may occur from time-to-time. Uses and events not specifically included in this section shall be reviewed by the Land Use Administrator to determine if the proposed use or event is temporary and how it should be regulated. Determinations and requirements established by the Land Use Administrator may be appealed to the Planning and Land Development Regulation Board and the City Council in accordance with the appeal procedures established in Chapter 2.

4.19.01. *Construction trailers.* Construction trailers are permitted to provide contractors with a temporary shelter for office use, project management, and on-site storage of equipment in conformity with the following standards:

A. Only one temporary construction trailer per contractor for office use within the construction site is permitted. Additional trailers may be approved on a case-by-case basis as determined by the Land Use Administrator based upon clear evidence of necessity.

B. The placement of the trailer(s) on the site is subject to review and approval by the Land Use Administrator.

C. The trailer(s) shall be removed within three working days following the Land Use Administrator's acceptance of the construction completion.

D. Approved water and wastewater facilities shall be provided.

E. Pedestrian access shall be provided from the parking area to the office.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per trailer is permitted. The sign area shall not exceed six square feet.

4.19.02. *Model homes.*

A. *Intent and applicability.* This section is intended to ensure that impacts associated with model homes in residential zoning districts are temporary in nature and reasonably controlled. This section is applicable to model homes located in residential zoning districts and does not apply to model home centers located in commercially zoned areas.

B. *General.* The following are required prior to the issuance of a certificate of occupancy for a residential dwelling to be used as a model home:

1. City water and wastewater facilities shall be operating and accessible to the public.
2. Adequate fire protection shall be in place.
3. A stabilized access road shall be in place.

C. *Duration of use.* A residential dwelling unit may be used as a model for a maximum period of five years from the date the certificate of occupancy is issued. Any residential dwelling unit legally permitted as a model as of the effective date of this ordinance shall be permitted to remain as a model home until January 1, 2016.

Permitted and prohibited activities.

1. A model home may be used for activities typical to an "open house" for sale, including tours by a real estate agent and negotiation or execution of sales contracts for the sale of that builder's homes or products.
2. A model home shall not:
   a. Be used as a primary or secondary office for a homebuilder or real estate agent with regard to conducting business activities outside of those permitted above.
   b. Be used for storage of building materials.
3. The garage of the model home may be used as an office for sales staff if separate off-street parking is provided.
4. The garage must be equipped with a standard garage door, unless dedicated off-site parking is provided, excluding rights-of-ways.
5. If the space for the required garage has been converted to space for purposes other than a garage, the space must be converted back to a residential garage and equipped with a standard garage door prior to the sale and use as a dwelling unit.

D. *Hours of operation.* A model home may be open to the public during the following time periods:

1. *Monday through Saturday:* Between the hours of 9:00 a.m. and 6:00 p.m.
2. *Sunday:* Between the hours of 12:00 noon and 5:00 p.m.
3. *Holidays:* Between the hours of 10:00 a.m. and 5:00 p.m.

E. *Signage.* Refer to Chapter 12 in this Code.

F. *Lighting.* Lighting at the sites of model homes shall be limited to interior and exterior lighting normally associated with single-family residences. Exterior flood lights may not be used.

4.19.03. *Sales trailers and leasing offices.* Temporary sales and leasing offices for residential development are allowed in any residential zoning district. In addition to applicable zoning district regulations, a temporary sales and leasing offices must comply with the following standards:

A. The development plan for the residential development shall indicate the location of the temporary sales and leasing offices.

B. Only one sales trailer shall be allowed for every 200 lots or units.

C. Temporary sales and leasing offices proposing to operate for a period of six months or less shall be skirted and landscaped. In addition, temporary sales and leasing offices remaining for a period greater than six months shall be located on a concrete slab or stem wall and shall be skirted and landscaped. Temporary sales and leasing offices may be used for a

maximum period of two years from the date the certificate of occupancy is issued. The Land Use Administrator may grant a one-year extension.

D. Pedestrian access shall be provided from the parking area to the office.

E. Parking shall be provided on a paved surface and shall be designed to prevent the need to back onto a street right-of-way or pedestrian-way.

F. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area.

G. Only one identification sign per office is permitted. The sign area shall not exceed six square feet.

H. Water and wastewater facilities shall be provided.

4.19.04. *Seasonal promotions and sales.*

A. *General requirements.* Seasonal and holiday related promotions and sales including, but not limited to, Christmas tree sales, pumpkin sales, fireworks, etc., may be permitted subject to the following:

1. The use is consistent with the zoning, development, and dimensional standards of that parcel;

2. If a tent, electric, or water is used, a building permit is required;

3. All local business license taxes shall be paid;

4. The use may be permitted for a maximum period of 45 consecutive days;

5. Written, notarized permission from all owners of record of the property, or authorized agent of the owner (must provide proof of being an authorized agent), shall be submitted to the City.

6. A plan shall be submitted illustrating the location of the space for the seasonal sale and depicting, at a minimum, the following:

a. Adequate and safe ingress and egress;

b. On-site parking availability; and

c. Sanitary facilities.

7. The use does not result in the reduction of any existing parking spaces to less than the minimum number of spaces required for the primary use.

B. *Determination of additional seasonal events.* The Land Use Administrator shall determine the types of event, other than those listed herein, that constitute a seasonal holiday related promotion or sale.

4.19.05. *Special events.* Refer to the City of Palm Coast Code of Ordinances.

(Ord. No. 2009-26, § 34, 12-15-09; Ord. No. 2010-13, § 2, 10-5-10)

Sec. 4.20. - Wireless Telecommunications.

4.20.01. *Legislative purposes.*

A. The legislative purposes of this section are to:

1. Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities.

2. Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity and land use compatibility.

3. Establish standards for preferred siting, design and screening by requiring consistency with the City's Wireless Master Plan, consistent with the Telecommunications Act of 1996, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act").

4. Encourage the use of public lands, buildings, and structures as locations for wireless telecommunications infrastructure thereby establishing more ability to manage selected sites identified in the City's Wireless Master Plan.

5. Encourage coordination and collocation of antennas on existing structures to meet coverage needs and promote the efficient use of existing infrastructure.

6. Accommodate the growing need and demand for wireless communications services in a manner that ensures the placement, construction or modification of wireless communication facilities complies with all applicable state and federal laws.

7. Ensure there is sufficient wireless infrastructure to support public safety communication services throughout the City, including times of evacuation and disaster response.

8. Encourage providers of wireless communication facilities to locate wireless communication facilities in areas where the need is demonstrated and planned for and adverse impacts on the community is minimal.

9. Respond to the rational policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services.

10. Ensure that land use decisions are made in consideration of, and in compatibility with, the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and its land development regulations as set forth in the Land Development Code (LDC).

B. It is the intent of this section that all actions of the City be consistent with controlling federal and state law.

C. The City Council of the City of Palm Coast hereby finds and determines that this section is consistent with the goals, objectives and policies of the City of Palm Coast Comprehensive Plan and other controlling law.

4.20.02. *Definitions.*

Ancillary structure means, for the purposes of this section, any form of development associated with a WCF including, but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; provided, however, specifically excluding equipment cabinets.

Antenna means any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna array means a single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element means any antenna or antenna array.

Anti-climbing device means a piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include, but are not limited to, fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Attached WCF means an antenna or antenna array that is secured to an existing base station with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure. An attached WCF is considered to be an accessory use to the existing principal use on a site.

Base Station means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein, or any equipment associated with a tower. "Base station" includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems ("DAS") and small-cell networks).
3. Any structure other than a tower that, at the time the relevant application is filed with the City under this subsection, supports or houses equipment described in subsections (1) and (2) of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this subsection, does not support or house equipment described in subsections (1) and (2) of this definition.

Breakpoint technology means the engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Collocation means to install, mount, maintain, modify, operate, or replace one or more wireless communication facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way. (F.S. § 337.401 (7)(b)7).

Combined antenna means an antenna or an antenna array designed and utilized to provide services for more than one wireless provider for the same or similar type of services.

Concealed means a tower, base station, ancillary structure, or equipment compound that is not readily identifiable as a wireless communication facility, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities:

1. Concealed base stations may include painted antenna and feed lines to match the color of a building or structure, faux parapets, windows, dormers, or other architectural features that blend with an existing or proposed [building] or structure.
2. Concealed freestanding towers which look like something else that is common in the region such as a church steeple, bell tower, clock tower, light standard, flagpole with a flag that is

proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.

Development area means the area occupied by a WCF including, but not limited to, areas inside or under the following: an antenna-support structure's framework, equipment cabinets, ancillary structures and accessways.

Eligible Facilities Request means any request for modification of an existing tower or base station that, in accordance with the definitions contained in FCC regulations codified at 47 C.F.R. § 1.40001, does not substantially change the physical dimensions of the existing support structure and is requesting:

1. Collocation of new transmission equipment;
2. Removal of existing transmission equipment; or
3. Replacement of existing transmission equipment.

Eligible support structure means any tower or base station that is existing at the time the relevant application is filed with the City under this subsection.

Environmentally Sensitive Lands are as provided in Chapter 10 of the Unified Land Development Code - Environmental and Cultural Resource Protection.

Equipment cabinet means any structure above the base flood elevation including, but not limited to, cabinets, shelters, pedestals, and other similar structures. Equipment cabinets are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

Equipment compound means the fenced area surrounding the ground-based wireless communication facility including, but not limited to, the areas inside or under the following: the tower's framework and ancillary structures such as equipment necessary to operate the antenna on the WCF that is above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures.

Equipment facility means a room, cabinet, shelter, pedestal, build-out of an existing structure, building, or similar structure used to house ancillary equipment for a communication tower or antenna. Each such cabinet, shelter, or building shall be considered a separate equipment facility.

Existing means a constructed tower or base station existing for purposes of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this subsection.

Expedited collocation application means collocation applications, or portions thereof, on towers or base stations, excluding collocations on a historic building, structure, site, object, or district, that meet the criteria set forth in F.S. § 365.172 (13)(a), as amended.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Feed lines means cables used as the interconnecting media between the transmission/receiving base station and the antenna.

Flush-mounted means any antenna or antenna array attached directly to the face of the support structure or building such that no portion of the antenna extends above the height of the support structure or building. Where a maximum flush-mounting distance is given, that distance shall be measured from the outside edge of the support structure or building to the inside edge of the antenna.

Freestanding WCF or *collocations* means those where the antenna or antenna array is located on towers, concealed or nonconcealed, together with the ancillary structures, feed lines, equipment shelters, and other necessary facilities, which may be located either on or in the tower.

Geographic search ring means an area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Guyed structure (see tower). Guyed structures for new WCFs are prohibited within the City.

Handoff candidate means a wireless communication facility that receives call transference from another wireless facility, usually located in an adjacent first "tier" surrounding the initial wireless facility.

Lattice structure (see Tower). Lattice structures for new WCFs are prohibited within the City.

Least visually obtrusive profile means the design of a wireless communication facility intended to present a visual profile that is the minimum profile necessary for the facility to properly function.

Level I refers to a wireless communication facility permit subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

Level II refers to wireless communication facility permit subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-Wireless Master Plan Sites shall require Level II permits. All other installations only require Level I permits.

Micro Wireless Facility (see Section 42-103).

Modification means a modification of an existing tower or base station to increase the height, or to improve its integrity, by replacing or removing one or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

Monopole structure (see Tower).

Non-concealed WCF means a wireless communication facility that is readily identifiable as such and can be either freestanding or attached.

Personal wireless service means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

Public safety communications equipment means all communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 700 MHz and 1,000 MHz and any future spectrum allocations at the direction of the FCC.

Public View means a non-amplified visual range of site from rights-of-way, sidewalks, adjacent properties, or other publically accessible vantage points.

Radio frequency (RF) emissions means any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna support structure, building, or other vertical projection.

Radio frequency (RF) propagation means wireless telecommunications signal service area as shown on maps.

Satellite Earth Station means a single or group of parabolic (or dish) antennas are mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include, but is not limited to, the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.

Site means for towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower, and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

Small wireless facility (See Section 42-103).

Substantial Change means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act;
2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent larger in height or overall volume than any other ground cabinets associated with the structure;
4. It entails any excavation or deployment outside the current site;
5. It would defeat the concealment elements of the eligible support structure; or
6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in subsections (1) through (4) of this definition.

Tower means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. Towers do not include any device used to attach antennas to an existing building, unless the device extends above the highest point of the building by more than 20 feet. A tower may be concealed or non-concealed. Non-concealed towers include:

1. *Guyed structure* means a style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building. Guyed structures for new WCFs are prohibited within the City.

2. *Lattice structure* means a self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas. Lattice structures for new WCFs are prohibited within the City.

3. *Monopole structure* means a style of freestanding tower consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.

Transmission Equipment means equipment that facilitates transmission for any FCC- licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

WCF (see Wireless Communication Facility).

Wireless communication facility (WCF) means any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Wireless communications means any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing devices described in Part 15 of the FCC's regulations (e.g., wireless internet services and paging).

Wireless Master Plan means the Wireless Telecommunications Master Plan developed and adopted by the City, as amended from time to time, to enforce applicable development standards, land development regulations, state law and federal law related to the deployment of wireless telecommunications infrastructure.

4.20.03. *Applicability.*

A. Except as provided in Section 4.20.04, the following shall apply to the development activities including, but not limited to, installation, construction or modification of the following wireless communications facilities:

   1. Existing towers.
   2. Proposed towers.
   3. Public towers.
   4. Replacement of existing towers.
   5. Collocation on towers and base stations.
   6. Attached WCF.
   7. Concealed WCF.

B. These regulations are subject to state and federal law limitations.

4.20.04. *Exempt installations.* The following uses are exempt from the provisions of this section notwithstanding any other provision of the City's land development regulations, but are subject to all applicable building code compliance and building permit reviews:

1. Non-commercial, amateur radio antennas as provided for in F.S. § 125.561 .
2. Satellite earth stations that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts.
3. A government-owned WCF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City; except that such WCF must comply with all federal and state requirements. This exemption shall terminate upon the state of emergency ending.
4. A government-owned WCF erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.
5. A temporary, commercial WCF, upon the declaration of a state of emergency by federal, state or local government, or determination of public necessity by the City, and approval by the City; except that such WCF must comply with all federal and state requirements. The exemption may be permitted by the City to continue to three months after the duration of the state of emergency.
6. A temporary, commercial WCF for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approved by the City, except that such WCF must comply with all federal and state requirements. Said WCF may be exempt for a period of up to one week after the duration of the special event.
7. Antenna support structures, antennas, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with federal, state and other applicable regulations.

4.20.05. *Wireless Master Plan.*

A. The City has adopted a Wireless Master Plan by Resolution of the City Council. The Wireless Master Plan identifies existing or proposed City or publicly owned sites for wireless communication infrastructure and service.

B. Design standards for proposed towers in the Wireless Master Plan shall be consistent with this Ordinance and the Wireless Master Plan but may be further detailed and addressed through the required lease terms for use of any public property.

C. The Wireless Master Plan was adopted by the City Council by Resolution No. [2018-], as may be amended by City Council resolution hereafter. And, by this reference, the Wireless Master Plan is incorporated herein.

D. The Land Use Administrator or designee may waive application requirements in Section 4.20.09 for sites within the Wireless Master Plan. The applicable requirements are listed in Section 4.20.09.

E. If an applicant receives a permit to develop a site on City-owned property, the permit shall not become effective until the applicant and the City have executed a written agreement or lease setting forth the applicable terms and provisions.

F. No permit granted under this section shall convey an exclusive right, privilege, permit, or franchise to occupy or use the publicly owned sites of the jurisdiction for delivery of wireless communications services or any other purpose.

G. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the agreement between the lessor and lessee.

H. Sites located within the Wireless Master Plan may utilize a standard landscape plan, approved by the Land Use Administrator or designee.

I. Sites within the Wireless Master Plan may utilize alternative compliance standards to access a WCF site, if approved by the Land Use Administrator or designee.

4.20.06. *Preferred siting locations.*

A. All new WCFs and any supporting structures, except for those proposed within the public rights-of-way, shall generally adhere to the following siting preferences, in order of preference:

1. City-owned property identified in the Wireless Master Plan;
2. Other public property identified in the Wireless Master Plan;
3. Other City-owned or public property not identified in the Wireless Master Plan;
4. Privately owned property not identified in the Wireless Master Plan.

B. If the proposed location for the new WCF is not consistent with the preferred hierarchy and the Wireless Master Plan, the applicant must file relevant information as indicated in Section 4.20.09 with the siting application including, at minimum, the following:

1. An affidavit by a radio frequency engineer demonstrating that despite diligent efforts to adhere to the geographic preferences established in the wireless master plan, wireless master plan options are not technically feasible, practical or justified given the location of the proposed WCF;
2. An affidavit demonstrating that the proposed site will not adversely affect existing or future single-family uses or environmentally sensitive areas and is not contrary to the City's Comprehensive Plan and Unified Land Development Code; and
3. The existing land uses of the subject and surrounding properties within 300 feet of the proposed site.

C. This section shall not be interpreted to require applicants to locate on publicly-owned sites when lease negotiation processes are prohibitively lengthy or expensive relative to those of the private sector as determined by the Land Use Administrator or designee, based upon competent substantial evidence. The applicant is considered justified in selecting a lower-ranked privately-owned property option if the government entity fails to approve a memorandum of agreement or letter of intent to lease a specified publicly-owned site within 90 days of the application date or if it is demonstrated that the proposed lease rate for the specified public-owned site significantly exceeds the market rate for comparable privately-owned sites.

4.20.07. *Permitted uses.*

A. The placement, maintenance or modification of WCFs shall be permitted only in accordance with the wireless communication permit, and the land development requirements of this Code. The placement or maintenance of wireless communication facilities in the public rights-of-way shall comply with the regulations of Chapter 42 of the Code of Ordinances:

B. Applicable permits. All applications shall meet the review timeframes as shown in Section 4.20.10.

1. Level I wireless communication facility permit. All applicable non-exempt applications to place, maintain, modify, or collocate wireless communications facilities, not subject

to special exception use approval, shall be subject to administrative review and approval by the Land Use Administrator or designee, with no public hearing requirement.

2. Level II wireless communication facility permit. All applicable non-exempt applications to place, maintain, or substantially change wireless communications facilities that do not qualify for an administrative permit shall be subject to the special exception approval process set forth in Section 2.07 of the Land Development Code, except that the application review and approval timeframes set forth in Section 4.20.10 shall apply. New towers proposed in non-master planned sites shall require Level II permits. All other installations only require Level I permits.

3. Communications Rights-of-Way Permit. All non-exempt applications to place, maintain, modify, or collocate wireless communications facilities within the public rights-of-way shall be subject to the review and approval requirements set forth in Chapter 42, Code of Ordinances, and the applicable land development regulations set forth herein. Wireless communication facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

4. Eligible facilities requests. Any request for modification of an existing tower or base station involving collocation of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment that does not substantially change the physical dimensions of such tower or base station shall be reviewed and processed in accordance with the provisions set forth in Section 4.20.12.

C. Expedited collocation applications.

1. Expedited collocation applications for antenna on towers. In accordance with F.S. § 365.172 , collocation of antenna on towers, including nonconforming towers, are subject only to building-permit review, which may include a review for compliance with this section, if the applicants meet the following requirements:

   a. The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower; and

   b. The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment facilities and ancillary facilities, except as allowed under this section; and

   c. The collocation consists of antennas, equipment facilities, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennas placed on the tower and to its accompanying equipment facilities and ancillary facilities and, if applicable, applied to the tower supporting the antennas. Such regulations may include the design and aesthetic requirements but not procedural requirements, other than those authorized by this subsection, of the applicable land development code in effect at the time the initial antenna's placement was approved.

   Such collocations shall not be subject to the design or placement requirements of the land development code in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antenna placement approval, to any other portion of the land development code, or to public hearing review. Such collocation applications shall be decided by the Land Use Administrator or designee.

2. Expedited collocation applications for antenna on base stations. In accordance with F.S. § 365.172 , except for an historic building, structure, site, object, or district, the following collocation applications on all other existing base stations shall be subject to no more

than administrative review for compliance with this section and building permit standards if they meet the following requirements:

a. The collocation does not increase the height;

b. The collocation does not increase the existing ground space area, otherwise known as the compound, if any, approved in the site plan for the equipment facility and ancillary facilities.

c. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure in effect at the time of approval of the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this subsection at the time of the collocation application; and

d. The collocation consists of antennas, equipment facility and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with subsection (c), and were applied to the initial antennas placed on the structure and to its accompanying equipment facility and ancillary facilities and, if applicable, applied to the structure supporting the antennas.

3. If only a portion of the collocation does not meet the requirements of any of the above subsections, such as an increase in the height or a proposal to expand the ground space approved in the site plan for the equipment facility by more than 400 square feet or 50 percent, where all other portions of the collocation meet the requirements of this subsection, that portion of the collocation only may be reviewed as set forth in subsection (6) below. A collocation proposal under this subsection that increases the ground space area approved in the original site plan, for equipment facilities and ancillary facilities, by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall require no more than administrative review for compliance with the City's regulations; including, but not limited to, land development code and building permit review; provided, however, that any collocation proposal that increases the original compound size more than such greater cumulative amount shall be reviewed as if it were a new communications facility.

4. Any existing tower, including a nonconforming tower, may be structurally modified to permit collocation, or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if the replacement tower is a monopole tower, or if the pre-existing tower is a stealth tower, the replacement tower is a similar stealth tower.

5. The owner of the existing tower on which the proposed antennas are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development code to which the pre-existing tower must comply, including any aesthetic requirements, provided the condition or requirement is consistent with this subsection.

6. Collocations or portions of collocations that are not exempt from this section and do not fall under the provisions of subsections 4.20.07.C(1) through (4), shall be reviewed through a full permitted use review. Those located on historic structures or in historic districts, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4.20.08. *Development standards.*

A. *General:*

1. All development standards and land development code regulations relating to the property upon which the WCF is located shall apply. Additionally, where permitted as provided in Section 4.20.07, the following development standards apply to all attached collocations and all new, modified, or combined WCF installations. Where any environmentally sensitive lands, historic or scenic overlay districts or corridor plans also apply, the most restrictive standards shall govern.
2. Cabinets shall be provided within the principal building, behind a screen on a rooftop or on the ground within the fenced-in and screened equipment compound. This is not required if out of the public view.
3. All equipment compounds shall be enclosed with a wood/brick/masonry fence or otherwise secured and screened with opaque landscaping. Fencing shall be subject to the requirements as outlined in the LDC.
4. WCF equipment compounds shall be landscaped as required in Chapter 11 of the LDC. Wireless Master Plan sites may utilize a standard alternative landscape plan approved by the Land Use Administrator or designee.
5. Attaching commercial messages for off-site and on-site advertising to a WCF is prohibited and unlawful. The placement of a religious symbol as part of the concealment of a WCF shall not be considered prohibited commercial messages or signage. The only signage that is permitted upon a tower, equipment cabinet, or fence shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). On permitted signs which are not located on a tower, cabinet or fence, a WCF may be concealed inside such signage, provided that all applicable standards for both the signage and the concealed WCF are met.
6. Lighting on WCFs, if required by the FAA, shall not exceed the FAA minimum standards. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA to minimize the potential attraction to migratory birds. Dual lighting standards are required and strobe light standards are prohibited unless required by the FAA. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with FAA requirements. Any security lighting for on-ground facilities and equipment shall be in compliance with the LDC.
7. Each WCF and its equipment compounds shall be constructed and maintained in conformance with all applicable building code requirements.
8. Equipment compounds shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). It is prohibited and unlawful to allow an outdoor storage yard in a WCF equipment compound or to use the equipment compound as habitable space.
9. The WCF shall comply with all applicable federal, state and local regulations.
10. The WCF applicant shall comply with all applicable American National Standards Institute (ANSI) standards as adopted by the FCC.
11. Each WCF shall be designed to ensure that no sound emissions from machinery, alarms, bells, buzzers, or similar noise making devised are audible beyond the perimeter of the equipment compound and shall comply with the City of Palm Coast Code of Ordinances. Emergency backup power generators are allowed to operate in short term maintenance durations, and during power outages.

12. Building permits. A building permit shall be required for the construction, modification, and collocation of all WCFs, including any accessory structures or equipment, as provided in Section 4.20.07 above. A compliance letter from the State Historic Preservation Office of Cultural and Historic Programs of the Florida Department of State is a condition of receiving a building permit.

13. The WCF and its equipment compound shall be subject to the setbacks of the underlying zoning district. Antennas may extend a maximum of 30 inches into the setback. However, no antenna or portion of any structure shall extend into any easement.

B. *Attached WCFs:*

1. Attached WCFs may be permitted in all zoning districts. The top of the attached WCF shall not be more than 20 feet above the existing or proposed building or structure.

2. Feed lines and antennas shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed in order to blend with the existing structural design, color, and texture and in order to provide the least visually obtrusive profile.

C. *Freestanding WCFs:*

1. All new freestanding WCFs shall meet minimum lot size standards of the underlying zoning district and are subject to the LDC.

2. New freestanding towers shall be configured and located in a manner that shall minimize adverse effects including, but not limited to, visual impacts on the landscape and adjacent properties. New freestanding WCFs shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural design, height, scale, color and texture, and shall have the least visually obtrusive profile.

3. Grading shall be minimized and limited only to the area necessary for the new WCF as approved by the Land Use Administrator or designee.

4. All support structures shall be certified to comply with the safety standards contained in the Electronics Industries Association/Telecommunications Industries Association (EIA/TIA) Document 222-F, Structural Standards For Steel Antenna Towers and Supporting Structures, as amended, by a Florida professional engineer.

5. Freestanding towers may only be permitted as monopole towers. Guyed and lattice structures are prohibited, unless the applicant demonstrates to the City by clear and convincing evidence that monopole towers are not feasible to accommodate the intended uses. Freestanding monopoles are prohibited from single-family or multi-family residential districts unless the applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district. The City shall cooperate to determine an appropriate location for the freestanding tower of an appropriate design within the residential district. The applicant shall reimburse the City for all reasonable costs incurred by the City for this cooperative determination.

6. The height of a new monopole tower shall not exceed the heights provided in the table below:

Freestanding Non-Wireless Master Plan Sites	
Zone	**Maximum Height WCF**

Single family Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
Multifamily Residential	Not permitted unless applicant can conclusively demonstrate to the satisfaction of the City that it cannot reasonably provide its service to the residential zone from outside of the district.
MPD	As determined by the MPD ordinance, unless within a Wireless Master Plan
All other districts	Up to 150 feet.
Wireless Master Plan Sites	
All districts	Up to 150 feet.

7. In calculating the height limit, above ground foundation shall be included, but lightning rods or lights required by the FAA that do not provide any support for antennas shall be excluded. If the freestanding WCF is located within the Wireless Master Plan, the maximum height may be up to 150 feet.
8. A freestanding monopole and its equipment compound shall be subject to the land development code regulations applicable to the underlying zoning district. The minimum setback distance for a freestanding tower shall be 150 feet from any residentially zoned or platted property. Freestanding monopoles are not allowed in residentially zoned or platted property. In the event of any conflict between this section and the Land Development Code, this section shall control.
9. New towers shall maintain a galvanized gray finish or other approved contextual or compatible color and provide the least visually obtrusive profile, except as required by Federal regulations. The level of required concealment for antenna placement shall be determined based upon the visibility and location of the proposed tower and the network objectives of the desired coverage area.
10. All new or modified freestanding WCFs shall be engineered to maximize collocation.

D. *Attached Collocation or Combined WCFs:*

1. An attached collocation or combined WCF shall not increase the height of an existing tower or base station by more than 20 feet, unless required by Federal law. The maximum total height shall be 150 feet.
2. The City may require new antenna to be flush-mounted or concealed on a case by case basis, if it is determined that a practical visual and aesthetic benefit can be achieved if in the public view. If the applicant demonstrates through RF propagation analysis that flush-mounted or concealed antennas will not meet the network objectives of the

desired coverage area, this requirement shall not apply. This provision does not apply to Wireless Master Plan Sites.

4.20.09. *Submittal requirements for Level I and Level II permits.*

A. *Application form.* Requests for Level I and Level II wireless communication permits shall be made only on application forms approved by the City. Applications shall contain all information required by this land development code and other City regulations, and shall be reviewed for completeness.

B. *Application materials.* In addition to the application materials specified in this code for the appropriate type of review, all applications shall provide sufficient materials (plans, graphics, narratives, or expert statements) to demonstrate compliance with all applicable requirements of this section.

1. Level I and Level II applications shall contain the following:

a. Application.

b. A site plan addressing the development standards of the LDC. If applicable, an application meeting the special exception requirements of Section 2.07 of the LDC shall be submitted.

c. An affidavit by a RF engineer demonstrating compliance with Section 4.20.05. If a non-master plan site is proposed, the affidavit must address why master plan sites are not technically feasible, practical or justified given the location of the proposed WCF communications facility.

d. FCC documentation including a copy of FCC license submittal or registration, and FCC license or registration.

e. Proposed maximum height of the WCF including, but not limited to, individual measurement of the base, the tower or base station, and lightning rod.

f. Photo-simulated post-construction renderings of the completed proposed tower, base station, equipment cabinets, and ancillary structures from locations to be determined during a mandatory pre-application conference. The renderings shall include proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from a maximum of four vantage points chosen by the City with consultation with the applicant.

g. If the proposed WCF is subject to FAA regulation, then, prior to issuance of a building permit, evidence of compliance with applicable FAA requirements under 14 C.F.R. § 77 et seq., as amended, together with any FAA "no hazard" determinations concerning the WCF (if applicable) shall be timely provided by the applicant to the City.

h. In order to facilitate the regulation, placement, and construction of WCFs and to ensure that all parties comply with the rules, regulations and applicable guidelines of the FCC, each owner of a WCF or applicant for a WCF shall provide an affirmative statement that it will comply with all applicable federal, state and local statutory and regulatory requirements.

i. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, or for applications for new WCFs or attached collocations that increase the height of an existing structure, as needed to determine if the proposed height is necessary to provide the carrier's designed

service, materials detailing the locations of existing WCFs to which the proposed antenna will be candidate for placement, including, but not limited to, latitude and longitude of the proposed and existing antenna. This material is not required for Wireless Master Plan sites.

j. For applications for new towers or other freestanding WCFs, as necessary to determine that there is no other existing structure that could reasonably be used for the placement of the proposed antennas, a map showing the designated search ring. This map is not required for Wireless Master Plan sites.

k. With regard to attached collocations, attached and combined WCFs, the applicant shall also submit:

   i. Certification furnished by a Florida registered professional engineer that the WCF has sufficient structural integrity to support the proposed antenna and feed lines in addition to all other equipment located or mounted on the structure.

l. With regard to freestanding concealed or non-concealed WCFs, and modification of WCFs, for non-Wireless Master Plan sites only, the applicant shall also submit:

   i. A report and supporting technical data demonstrating that all antenna attachments and collocations, including all potentially useable utility distribution poles or transmission towers and other elevated structures within the proposed geographic search ring, and alternative antenna configurations have been examined, and found unacceptable. The report shall include reasons that existing facilities such as utility distribution poles and transmission towers and other elevated structures are not acceptable alternatives to a new freestanding WCF. The report regarding the adequacy of alternative existing WCFs or the mitigation of existing WCFs to meet the applicant's need or the needs of service providers indicating that no existing WCF could accommodate the applicant's proposed WCF shall demonstrate any of the following:

      a. No existing WCFs located within the geographic search ring meet the applicant's engineering requirements, and why.

      b. Existing WCFs are not of sufficient height to reasonably meet the applicant's engineering requirements, and cannot be increased in height.

      c. Existing WCFs do not have sufficient structural integrity to support the applicant's proposed WCFs and related equipment, and the existing WCF cannot be sufficiently improved.

      d. Other limiting factors that render existing WCFs unsuitable.

   ii. The applicant shall provide simulated photographic evidence of the proposed WCFs appearance from four vantage points chosen by the City with consultation with the applicant, including the facility types the applicant has considered and the impact on adjacent properties including, but not limited to:

      a. Overall height.

      b. Configuration.

      c. Physical location.

      d. Mass and scale.

      e. Materials and color.

f. Illumination.

g. Architectural design.

This does not apply to Wireless Master Plan sites.

iii. If applicable, the applicant shall provide a statement as to the potential visual and aesthetic impacts of the proposed WCF on all adjacent properties assigned a residential land use designation or zoning district. This does not apply to Wireless Master Plan sites.

iv. A certification by a Florida professional engineer that the WCF has sufficient structural integrity to accommodate the required and a proposed number of collocations.

v. A certification by a Florida professional engineer specifying the design structural failure modes of the proposed WCF, if applicable.

vi. Identification of the proposed intended service providers of the WCF.

m. With regard to antenna element replacements.

i. Any repair or replacement of an existing antenna or antenna array with another of equal number that does not increase the number and/or size of transmission lines, and that is not readily discernibly different in size, type and appearance when viewed from ground level from surrounding properties, as reasonably determined by the City, and which will not alter the structural integrity of the support structure, is exempt from further review, provided that a notarized certification is submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure and that any changes will not affect electrical specifications.

ii. For any repair or replacement of an existing antenna or antenna array on a WCF that changes the mechanical, structural or electrical specifications of the WCF, but does not increase the number and/or size of feed lines and does not increase the number and/or size of antenna elements to the existing WCF, the applicant must, prior to making such modifications, apply for a new building permit review for such requested changes, and, for structural changes to freestanding WCFs, shall provide, in addition to any other documentation necessary for building permit review, a stamped or sealed structural analysis of the existing freestanding WCF prepared by a Florida professional engineer indicating that the existing tower or base station as well as all existing and proposed appurtenances meets the City and Florida Building Code requirements (including, but not limited to, wind loading) for the tower or base station.

n. With regard to the replacement of or modification to an existing WCF, except a tower. The replacement of or modification to a WCF, except a tower, that results in a WCF facility not readily discernibly different in size, type and appearance, when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the Land Use Administrator, are subject only to building permit review.

2. Level II applications.

a. A completed special exception approval application, and all items required pursuant to Section 2.07, including compliance with all applicable special exception requirements.

C. *Disclosure of ownership.* A notarized affidavit from all owners having a legal, equitable, or beneficial ownership interest in the tower or base station, or privately owned real property upon which a facility is or will be located or collocated, granting permission to the applicant to locate upon such real property, or attach to the tower or base station being collocated upon or attached to.

D. *Submission of fee.* All applications must be accompanied by the permit fee as established by resolution of the City Council.

4.20.10. *Application Review Process.*

A. *A pre-application conference is required.* To minimize issues related to permit application, prior to submitting materials for a permit application, an applicant must request a pre-submittal meeting with the Land Use Administrator or designee. The City shall undertake efforts to accommodate an applicant's request for a pre-application conference within ten business days of a request.

B. *Expert review.* The City may require that all wireless communications permit applications be reviewed by a third-party consultant or expert at the expense of the applicant for compliance with the requirements set forth herein. No permit shall be issued to any applicant that has not fully reimbursed the City for the third-party review fees, which shall be limited to the specifically identified reasonable expenses incurred in the review.

C. *Application Review Timeframes: "shot clock".* The City's action on proposals to place, maintain, modify, or collocate wireless communications facilities shall be subject to the applicable standards and timeframes set out in F.S. § 365.172 , 47 U.S.C. § 1455 (a) and Orders issued by the FCC, as same may be amended from time to time. All Federal and State "shot clock" timeframe guidelines that apply to any particular permit are hereby recognized by the City, and the City will make all reasonable efforts to comply. Except for eligible facilities request applications reviewed in accordance with Section 4.20.12, the following procedures apply to installation of a new WCF or modification:

1. Notification of completeness. The Land Use Administrator or designee shall notify the applicant within 20 business days after the date the application is submitted as to whether the application is, for administrative purposes only, properly completed and has been properly submitted in accordance with the requirements set forth above. However, such determination shall not be deemed as an approval of the application. Such notification shall indicate with specificity any deficiencies which, if cured, could make the application properly completed.

2. Expedited collocation applications. The City shall grant or deny each properly completed expedited collocation application for collocation based on the application's compliance with this section, applicable provisions of the City Code and any other applicable regulations, and within the normal timeframe for a similar building permit review, but in no case later than 45 business days after the date the application is determined to be properly completed. This timeframe shall not apply to lease negotiations for collocation on City-owned property.

3. All other applications. The City shall grant or deny each properly completed application for any other non-exempt WCF, including special exception approvals and collocations that do not qualify for an expedited collocation, based on the application's compliance with this section and any other applicable law, including but not limited to the City Code, and within the normal timeframe for a similar type of review, but in no case later than 90 business days after the date the City determines the application is completed. This timeframe shall not apply to lease negotiations for wireless communications facilities on City-owned property. Collocations located on historic base stations, or within a historic district, shall be reviewed through the review processes for historic structures or districts indicated in the LDC.

4. An application is deemed submitted or resubmitted on the date the application is received by the City. If the City does not notify the applicant in writing that the application is not completed in compliance with the City's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the City's regulations, the City shall so notify the applicant in writing indicating with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, would make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the City shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. However, if applicant does not cure the application deficiencies within 20 business days after receiving the notice of deficiencies, the application shall be considered withdrawn or closed unless an extension, due to reasonable circumstances, of the time to cure is requested by the applicant prior to the expiration of the 20-day period, and such extension is granted by the Land Use Administrator or designee.

5. The timeframes specified above may be extended, but in no case longer than 90 calendar days for collocations, and 150 calendar days for new installations, and only to the extent that the application has not been granted or denied because the City's procedures generally applicable to all other similar types of applications require action by the City Council or Planning and Land Development Regulation Board, and such action has not taken place within the specified timeframes. Under such circumstances, the City Council or Planning and Land Development Regulation Board, as applicable, shall either grant or deny the application at its next regularly scheduled meeting, or, otherwise, the application shall be deemed automatically approved; accordingly, the Land Use Administrator or designee may by letter to the applicant extend the timeframe for a decision until the next available scheduled meeting date of the City Council or Planning and Land Development Regulation Board as to whether to grant or deny an application for a permit. To be effective, a waiver of the timeframes set forth herein must be voluntarily agreed to by the applicant and the City. The City may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, the City may require a one-time waiver in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the City. Notwithstanding the foregoing, the City and an applicant may voluntarily agree to waive the timeframes set forth above.

D. *Appeals.* Any person aggrieved by an administrative decision rendered by the Land Use Administrator regarding the provisions of this Section 4.20 may appeal such decision to the Planning and Land Development Regulation Board in accordance Section 2.16.01 of the LDC.

4.20.11. *Interference with public safety communications.*

A. The City adopts a policy of requesting prior notification of activation or modification of WCF facilities as provided for in 47 C.F.R. § 22.973 and 47 C.F.R. § 90.675 and in accordance with those provisions, WCF providers shall notify the Land Use Administrator or designee prior to a new site activation or existing site modification and provide the information required by the federal regulations.

B. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

1. The City shall provide notification to all WCF service providers operating within 5,000 feet of the public safety communications equipment at issue, in accordance with the procedures indicated in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674, using the website www.Publicsafety800mhzinterference.com. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674 and following the applicable FCC adopted Best Practices Guide, as may be amended or revised by the FCC from time-to-time.

2. If any WCF owner fails to cooperate with the City in complying with the owner's obligations under this section and if the FCC makes a determination of radio frequency interference with the City public safety communications equipment, an owner who fails to cooperate and/or the owner of the WCF which caused the interference, shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all reasonable costs associated with ascertaining and resolving the interference including, but not limited to, any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in 47 C.F.R. § 22.972 and 47 C.F.R. § 90.674.

4.20.12. *Eligible Facilities Requests.*

A. *Applicability and Intent.* This section implements Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act") as interpreted by the Federal Communications Commission's ("FCC") Acceleration of Broadband Deployment Report and Order dated October 21, 2014, which requires local governments to approve any eligible facilities request for modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. This section shall apply only to eligible facilities requests for an eligible support structure that is a legal conforming or legal nonconforming structure at the time a completed eligible facilities request is submitted to the City. To the extent that the nonconforming structures and use provisions of the City of Palm Coast LDCs would operate to prohibit or condition approval of an eligible facilities request otherwise allowed under this section, such provisions are superseded by this section. This subsection shall not apply to an eligible facilities request replacement of the existing tower or base station. This subsection shall also not apply where the WCF requested to be modified is located upon a City-owned structure, or upon non-right-of-way property which is either City-owned or City-leased.

B. *Sole and Exclusive Procedure.* Except as may otherwise be provided in this section, and notwithstanding any other provisions in the City Code, the provisions of this section shall be the sole and exclusive procedure for review and approval of an eligible facilities request which the applicant asserts is subject to review under the Spectrum Act. To the extent that other provisions of the City Code establish a parallel process for review and approval of a project application for a proposed eligible facilities request, the provisions of this section shall control. In the event that an application for a project approval includes a proposal to modify an eligible support structure, and the applicant does not assert in the application that the proposal is subject to review under Section 6409 of the Spectrum Act, such proposal shall not be entitled to review under this section and may be subject to review under other applicable provisions of the City Code.

C. *Application Requirements.* No eligible facilities request shall be deemed complete unless it is in writing, accompanied by the application fee, includes the required submittals, and is attested to by the authorized person submitting the application on behalf of the applicant. The application shall be submitted on a form prepared by the City. The applicant shall be obligated to demonstrate conclusively that the proposed modification satisfies the standards set forth herein and that the modification shall meet all applicable building codes.

D. *Review of Application.* The City shall review an eligible facilities request application to determine if the proposed modification is subject to this section, and if so, if the proposed modification will result in a substantial change to the physical dimensions of an eligible support structure.

E. *Timeframe for Review.* Within 45 calendar days of the date on which an applicant submits a request seeking approval under this subsection, the City shall approve, and may not deny, an eligible facilities request, unless it determines that the application is not covered by this section or proposes a substantial change to the physical dimensions of the eligible support structure.

F. *Tolling of Timeframe for Review.* The 45-day period begins to run when the application is filed with the Land Use Administrator or designee in person during the City's regular business hours, and may be tolled only by mutual agreement, or in cases where the City determines that the application is incomplete.

1. To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 calendar days of receipt of the application, clearly and specifically delineating all missing documents or information.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.

3. Following a supplemental submission, the City shall have ten calendar days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the same procedure used for the first notice of incompleteness. Except as may be otherwise agreed to by the applicant and the City, second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

4. Notices of incompleteness from the City shall be deemed received by the applicant upon the earlier of personal service upon the applicant, three days from deposit of the notice in the U.S. Mail, postage prepaid, to the applicant, or by electronic mail if the applicant has agreed to receive notices in such a manner.

5. If after submittal of the application the applicant modifies the eligible facilities request, the modified application shall be considered a new application subject to commencement of a new application review period.

G. *Approval or Denial.* An eligible facilities request shall be approved, and an eligible facilities permit issued, upon determination by the City that the proposed modification is subject to this section and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities request shall be denied upon determination by the City that the proposed modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure.

H. *Denial.* A denial of an eligible facilities request shall be in writing and shall set forth the reasons for the denial.

I. *Remedies.* Applicant and City retain any and all remedies that are available at law or in equity and any action challenging a denial of an application or notice of a deemed approved remedy, may be brought in a court of competent jurisdiction within 30 days following the date of the denial or following the date of notification of the deemed approved remedy.

J. *Applicable Code Requirements.* Nothing in this section shall relieve the applicant from compliance with applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety. Any approved

eligible facilities request may be conditioned upon compliance with such codes and other laws.

K. *Expiration of Approval.* An approved eligible facilities request shall be valid for a term of 180 days from the date of approval or the date the application is deemed approved.

L. *Not Covered as an Eligible Facilities Request.* Should the City determine that an applicant's request is not covered by Section 6409(a) of the Spectrum Act, the presumptively reasonable timeframe under 47 U.S.C. § 332(c)(7), as prescribed by the FCC's Shot Clock order, will begin to run from the issuance of the City's decision that the application is not a covered request. To the extent such information is necessary, the City may request additional information from the applicant to evaluate the application under 47 U.S.C. § 332(c)(7), pursuant to the limitations applicable to other reviews under that statute.

M. *Failure to Act.* In the event the City fails to approve or deny a request under this section within the timeframe for review, accounting for any tolling, the request shall be deemed granted. The application deemed granted does not become effective until the applicant notifies the City in writing after the review period has expired, accounting for any tolling, that the application has been deemed granted.

4.20.13. *Abandonment.*WCFs and equipment compounds shall be removed, at the owner's expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided in Section 4.20.09, in which case the removal shall occur within 180 days of cessation of use. An owner may apply to extend the time for removal or reactivation by submitting an application stating the reason for such extension. The City may extend the time for removal or reactivation up to 90 days upon a showing of good cause. If the WCF or antenna is not removed in accordance with the requirements of this section, the City may give notice that it will contract for removal within 60 days following written notice to the owner. Thereafter, the City may cause removal of the WCF and equipment compound with all costs being borne by the owner. The City may record a lien against the property in the amount of all costs and expenses of the City. Upon removal of the WCF, the equipment compound and the foundations, including two feet below ground level, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current use of the land at the time of removal. The cost of rehabilitation shall be borne by the owner. Except as provided herein, the abandonment of WCFs within public rights-of-way shall be managed in accordance with the procedures set forth in Section 42-123, City Code of Ordinances. Any special exception approval for a WCF shall automatically expire 180 days from the date of abandonment without reactivation, or upon completion of dismantling and removal, whichever is first, or pursuant to the notice required by Section 42-123 of the City Code of Ordinances.

4.20.14. *Code enforcement.*

A. The City may enforce the provisions of this section in accordance with the provisions of applicable state law and pursue any and all available legal remedies.

B. The City shall engage in a program of periodic inspections to ensure continuing adherence to the standards of this section and to ensure that WCFs are being appropriately maintained.

4.20.15. *Compliance with state and federal regulations; preemption.* In implementing this section and the provisions set forth herein, the City shall comply with applicable state and federal regulations, and the provisions of this section shall be given force to the maximum amount and greatest extent permissible under state and federal law. Except as authorized pursuant to state and federal law, in the event of any conflict between the terms of this section and state or federal law, state and federal law shall control. In the event any provision of this section is specifically preempted, or judicially determined to be preempted by state or federal law, then the preempted provision shall automatically be deemed null and void and the superseding provision of state or federal law shall prevail.

(Ord. No. 2018-02 , § 5(Att. A), 2-6-18; Ord. No. 2020-11 , §§ 2, 3, 10-6-20)

Editor's note— Ord. No. 2018-02 , § 5(Att. A), adopted Feb. 6, 2018, changed the title of § 4.20 from "Wireless Communications Facilities" to read as herein set out.

Sec. 4.21. - Electronic Game Promotions.

4.21.01. *Purpose and intent.* In the interest of the public health, peace, safety, and general welfare of the citizens and inhabitants of the City of Palm Coast, this section is established to regulate the use of electronic means to effect giveaways through drawings by chance conducted in connection with the sale of a consumer product or service, sweepstakes, and game promotions.

4.21.02. *Separation requirements.* Establishments conducting electronic game promotions with electronic equipment on site shall not operate within 1,000 feet of a church, public park, or school, unless such establishment was in operation prior to the church, park, or school locating nearby. Distances shall be measured from property line to property line without regard to the route of travel. This subsection does not apply to de minimis activity establishments.

4.21.03. *Compliance with city and state law.* Electronic game promotions and de minimis activity establishments shall comply with Chapter 16, Article IX, in the City of Palm Coast Code of Ordinances and F.S. 166 .

(Ord. No. 2012-3, § 3, 5-1-12)

Sec. 4.22. – Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens.

4.22.01. *Purpose and Intent.* The purpose of this section is to establish operational and zoning standards for Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens (MFDV) in the City in effort to be compliant with Section 509.102, Florida Statutes. The standards within this section shall apply to MFDVs in the City of Palm Coast, with the following exceptions:

A. MFDVs associated with a special event in accordance with Chapter 28, Article II - Special Events of the City's Code of Ordinances.

B. MFDVs associated with catered private events on private land where no food product, sale, or service is made available to the general public.

4.22.02. *Zoning Applicability.* MFDVs shall be permissible as depicted under LDC Section 3.03 Table 3-4. MFDVs shall be prohibited in any other zoning district. MFDV parks as a principal use shall be permitted in COM-2, COM-3, IND-1, and MPDs as determined by their Development Agreements. MFDVs as an accessory use to sites with an existing principal use shall be permitted in COM-1, COM-2, COM-3, IND-1, PSP, P&G, and MPDs as determined by their Development Agreements. The utilization of an MFDV shall be considered a customary ancillary use of sites developed as a park, performing arts center, or athletic complex within the City.

4.22.03. *Site Plan Approval.* Proposed MFDV sites developed as a principal use shall require the approval of a Technical Site Plan in accordance with LDC Section 2.11. Sites developing as an accessory use, as allowed under Sec. 4.22.02, shall not require technical site plan approval. Rather, sites developing as an accessory use shall submit an application by the Property Owner or authorized agent on a form prescribed by the City. This application shall require a concept plan showing the location of MFDV operational area along with a statement that identifies the intended number of MFDV spaces, hours of operation, and frequency of operations.

4.22.04. *Indemnity.* MDFV sites that operate as a principal or accessory use shall submit an application by either the property owner(s) or their authorized agent. In the event that an agent other than

the property owner submits the application, a notarized authorization of owner(s) shall also be submitted. The applicant by means of the application shall indemnify, defend, and hold the City harmless against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property, arising out of or in connection with the operation of a MFDV site.

4.22.05. *Development Standards.* Proposed MFDV sites shall be subject to these supplemental development standards in addition to meeting any other applicable sections of the LDC:

A. *Principal Use.* MFDV sites developed as a principal use shall provide permanent common facilities for the use of all mobile food vendors (MFV) and/or customers. These facilities shall be permanent to the site and include accessible restrooms, dining areas, and common private refuse collection on site. Common dining areas may be either indoors or outdoors, and if developed outdoors, outdoor lighting shall be provided pursuant to LDC Section 9.08. The site may develop small outdoor recreation areas (i.e. playgrounds, splash pads, etc.) as an ancillary use to a MFDV site subject to any applicable development regulations. The site shall provide a common parking area that is separated from the vending areas, dining areas, and any provided outdoor recreation.

B. *Accessory Use.* MFDV sites developed as an accessory use shall be limited to the zoning districts identified in Sec. 4.22.02 on property that is developed with an existing conforming principal use. MFDVs shall not operate on nonconforming lots. MFDVs operating as an accessory use shall not require additional parking areas, dining areas, or restroom areas outside of those required for the principal use. In no circumstances shall their usage reduce the available parking area for the principal use below the site's required parking.

C. *Operating Hours.*

1. *As a Principal Use.* MFVs shall not offer food product, sale, or service to the general public between the hours of 2:00 a.m. and 6:00 a.m. MFDVs are not required to be removed from the parcel during this time.

2. *As an Accessory Use.* MFDVs shall not operate between the hours of 2:00 a.m. and 6:00 a.m. MFDVs shall vacate an MFDV site outside of the principal use's operating hours. The provisions of this subsection shall have the following exemptions:

i. Any MFDV that is operated on the same premises as and by a separately licensed public food service establishment may operate during the same hours of operation as the separately licensed public food service establishment that operates such mobile food dispensing vehicle or temporary commercial kitchen.

ii. Nightly removal of a MFDV is not necessary if the mobile food dispensing vehicle or temporary commercial kitchen that is operated on the same premises as and by a separately licensed public food service establishment in conjunction with Subsection 509.102(3) Florida Statutes.

D. *On-site Locational Requirements.*

1. *General.* MFDV sites shall not impact easements, wetlands, required landscape or wetland buffers, threatened or protected species, drive aisles, pedestrian sidewalks/cross walks, emergency access, fire lanes, loading zones, public rights-of-way, or otherwise impede traffic patterns or ingress and egress to buildings and businesses. MFDVs shall be located on an impervious surface

2. *As a Principal Use.* Any ancillary recreational areas provided for MFDV sites developed as a principal use may be located on either a pervious or impervious surface and shall be enclosed by a perimeter fence in accordance with LDC Section 4.01.02 and buffered a minimum five (5) feet from any parking area or drive aisle.

3. *As an Accessory Use.* Operations of such an accessory use within a vehicular use area (such as a parking lot or internal drive aisle) shall provide on-site marking of the MFDV area with traffic cones a minimum of at least three (3) feet high every six (6) feet surrounding the area of operations. Traffic cones markings are not required in the event that the MFDV area is not in a vehicular use area on the site.

E. *Minimum Dimensional Requirements.*

1. *As a Principal Use.* MFDV sites developed as a principal use shall be limited as depicted in Table 4-7. Each MFDV operated as a principal use shall require its own space as provided in Table 4-7. Restrooms for MFDV sites developed as a principal use are required regardless of Florida Administrative Code 61C-4.010(8)(a), as that exemption is limited in scope for individual MFDVs operating in a temporary capacity and does not extend to a permanent MFDV site.

Table 4-7: Dimensional Requirements for MFDV sites developed as Principal Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	15
Minimum MFDV Space Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Spaces	10 feet
Minimum Parking	2 parking spaces per MFDV + 1 space per 75 sq ft of dining areas.
Minimum Seating Area	10 seats per MFDV
Maximum Seating Area	30 seats per MFDV
Minimum Restroom Requirements	Refer to Florida Building Code Assembly Occupancy group for minimum restroom requirements.

2. *As an Accessory Use.* MFDV sites developed as an accessory use shall be limited to sites developed with an existing conforming permitted principal use. Additionally, MFDV sites developed as an accessory use shall meet the minimum dimensional requirements

as depicted in Table 4-8. Each MFDV operated as an accessory use shall require its own space as provided in Table 4-8.

Table 4-8: Dimensional Requirements for MFDV sites developed as an Accessory Use.

Standard	Dimension
Minimum Lot Size	20,000 sq. ft.
Minimum Space per MFDV	500 sq. ft.
Minimum Space length per MFDV	25’
Minimum Space width per MFDV	20’
Maximum Number of MFDV Spaces	3
Minimum Setbacks from Property Boundaries	As required by the underlying zoning district or MPD Development Agreement.
Minimum Separation Between MFDV Space	10 feet

3. *Administrative Deviations.* Administrative deviations of these standards shall be subject to the approval of the Land Use Administrator pursuant to the following limitations and LDC Section 2.13. Deviations to the minimum width of an MFDV space shall be conditioned upon the space providing a minimum of a two foot increase to the minimum length of the MFDV space for every foot reduced as the minimum width is intended to provide an adequate safe space for customers to queue. Deviations increasing the maximum number of spaces shall require an increase of 10,000 sq. ft. to the minimum lot size for every additional space provided, not to exceed a maximum of five additional spaces. The minimum separation distance between MFDVs shall not be reduced, as that space is intended for fire separation purposes.

F. *Outdoor Dining and Signage.*

1. *As a Principal Use.* MFDV sites that are permitted as a principal use shall provide permanent dining areas as required in Table 4-7 above.

2. *As an Accessory Use.* An MFDV that operates as an accessory use within a vehicular use area shall not provide any outdoor dining areas, tents, or canopies. MFDVs that operate as an accessory use outside of a vehicular use area may provide temporary seating, tents, or canopies, that are removed when the MFDV ceases daily operations, subject to the approval of the property owner. Each MFDV shall be required to provide its own waste receptacle for customer use during its hours of operation. A MFDV shall be able to provide a temporary A-fame sign to be located no further than five feet from the MFDV for purposes of providing a menu board, pursuant to LDC Section 12.06.03. Any provided seating, tents, or canopies shall be fully enclosed within the approved MFDV space and setback at least five (5) feet from any adjacent vehicular use area.

G. *Fire Safety.* Obstructions shall not be placed or kept near fire hydrants, fire department inlet connections, or fire protection system control valves in a manner that would prevent such

equipment or fire hydrants from being immediately visible and accessible. A clear and unobstructed path of a width at least eight (8) feet shall be provided and maintained for access to the fire department inlet connections. All MFDVs shall have a fully charged fire extinguisher located on the premises at all times during operations.

H. *Illicit Discharge.* MFDVs shall be prohibited from discharging fat, oil, grease, or wastewater into the sanitary sewer system. Spills of oil, fuel, coolant, or similar hazardous liquids shall be immediately contained and cleaned up to minimize potential environmental impacts. Such liquids shall be prohibited from being discharged into the sanitary sewer system. Any illicit discharge shall be reported to the City of Palm Coast.

I. *Limitations and Code Enforcement.* MFDVs authorized by this section shall meet the definition of "mobile food dispensing vehicle" or "temporary commercial kitchen" as defined by Section 509.102, Florida Statutes. Further, MDFVs authorized by this section shall meet the definition of a "public food service establishment" as defined in Section 509.013, Florida Statutes. This section shall not authorize mobile vendors that provide other non-food related services. Operating a MFDV site or MFDV within the City of Palm Coast without complying with the provisions established within this section or as exempted, in subsection 4.22.01 above, shall be subject to code enforcement action pursuant to Chapter 2 Article V Division 1 – Code Enforcement Board of the City's Code of Ordinances.

4.22.06 *Utilization MFDVs on City-Owned or Leased Land.* The City may permit the development of a MFDV site to allow for the limited operations of MFDVs on City-owned or leased land pursuant to the above regulations outside of an approved special event permit in accordance with Chapter 28, Article II – Special Events of the City's Code of Ordinances. The operations of such a site shall be established by City operating policies which may be amended from time to time.

Sec. 4.23. - Affordable Housing Mixed-Use Residential Development Standards.

4.23.01. Zoning applicability. Applications for the development of property pursuant to the Live Local Act shall require the site to be zoned for commercial, industrial, mixed use, or portions of Master Planned Developments that allow for commercial, industrial, or mixed uses pursuant to Florida Statutes Section 166.04151(7) as amended. Additional properties eligible for live local developments regardless of the underlying zoning district shall include properties that are owned by either the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development. For properties not owned by the City, County, school district, or a religious institution which has been developed with a house of worship for at least 10 years prior to the proposed development shall require the site to be zoned as permitted under Table 3-4 found under Section 3.03.02. Properties developed as a house of worship seeking to apply for a live local development shall be at least three (3) acres in size. If the City designates less than 20 percent of the land area within its jurisdiction as commercial or industrial, it must authorize a proposed development pursuant to the Live Local Act only if the proposed development is a live local mixed-used residential development (see glossary).

4.23.02. *Use of property.* Live local developments shall maintain the project as a live local mixed-use residential development and shall rent and hold available for rent no fewer than 40 percent of the dwelling units as affordable as defined in § 420.0004, Florida Statutes for rent exclusively to eligible households for the affordability period. The project shall have at least 65 percent, but no more than 70 percent of the buildable area of the property must be for residential purposes and at least 10 percent of the buildable area of the property must be for commercial or industrial use reflective of the underlying zoning district's permitted uses. In the event that the project is for a vertically mixed-use development, then the non-residential component of the project may be 33 percent of the buildable area to facilitate vertically stacking non-residential and residential uses.

4.23.03. *Development standards.* Live local mixed-use residential developments shall be subject to the requirements of the Land Development Code unless otherwise modified below:

A. Developments may utilize up to the maximum density allowed by any zoning district within the city.

B. Developments may utilize up to 150 percent of the maximum allowed floor area ratio of any zoning district within the city.

C. Developments may utilize the city's maximum allowed building height within one mile of the development. The additional setbacks for multistory buildings requirement found under Section 3.05.02(C) does not apply to developments made pursuant to the Live Local Act.

1. If the development is adjacent to a single-family residential development on two or more sides with at least 25 contiguous single-family homes, the maximum height for the development is restricted to 150 percent of the highest adjacent building, the zoning district's defined maximum height, or three stories, whichever is higher, not to exceed 10 stories.

D. Developments shall submit the residential and non-residential portions of the project concurrently within the same application to ensure the mixed-use nature of the project. If the development is phased, the non-residential portion of the project shall be constructed prior to the residential portion.

E. Developments may use vertical or horizontal mixed-used developments; however, vertically mixed-used developments are not permitted in IND-1 or IND-2 zoning districts due to potential life-safety issues that may be present when having permitted industrial uses and residential uses in the same building.

F. The development shall provide a perimeter landscape buffer as required in Section 11.03 based on its zoning district. Horizontally mixed-use developments shall provide a minimum of an internal D, E, or F landscape buffer in-between residential and nonresidential uses.

G. The non-residential component of a development shall be a principal use of the underlying zoning district and shall be designed so that it could be developed without a live local residential portion. The nonresidential component shall not be an accessory use to the residential use (such as a leasing office, but not limited to other accessory uses related to the management of a multifamily residential development).

H. A mixed-use development that includes an adult-oriented business or miniwarehouses, office warehouses and/or a self-storage facility as its nonresidential component shall be prohibited.

I. The non-residential portion of a mixed-use development shall be integrated with the residential component of the project through use of sidewalks and internal roads. The non-residential and residential components of the project shall share the same access as for the project, provided the project may require more than one point of access in accordance with Section 5.02.04.

J. Loading and unloading and refuse collection areas servicing the non-residential uses of a mixed-use development shall be located to provide the least impact to any adjacent residential community.

K. Developments that are within a one-quarter mile of a transit stop or within 600 feet of an area with available surplus parking consisting of on-street, parking lots, or parking garages that can be utilized to meet the needs of the development the minimum parking requirements are eligible for a 20 percent reduction to its parking requirements. Provided that any available surplus parking utilized is memorialized by a shared parking agreement.

L. Proposed developments on property owned by the City, County, or school district must be party to the application. If the City, County, or school district do not authorize the application then the proposed development shall not be processed.

M. Proposed developments on property that is owned by a religious institution shall be required that the religious institution is party to the application and that the house of worship on site has existed for a minimum of 10 years. Any house of worship must continue to operate on the property after the proposed development is constructed.

4.23.04. *Exemptions.*

A. The Live Local Act does not apply to properties within one-quarter mile of a runway or its extension for 10,000 feet.

B. Areas subject to land development regulations, which existed prior to July 1, 2026, that are intended to retain the open character of land, including, but not limited to, areas required for a development to meet open space or recreational level of service requirements, or park land.

C. Any portion of a property encumbered by a recorded conservation easement.

4.23.05. *Affordability period.* The affordable residential portion of the development shall be subject to a minimum affordability period of 30 years from the date of its issuance of a certificate of occupancy.

4.23.06. *Land use restriction.* Prior to the issuance of a building permit for a live local project, the property owner shall execute and deliver to the City, a land use restriction agreement (LURA) provided by the City that details the affordable housing conditions, restrictions and compliance for the development including the City' s monitoring requirements. Furthermore, as a prerequisite to the issuance of a certificate of occupancy, the LURA shall confirm the affordability period, any conditions, and restrictions of the development, and shall be recorded in the public records of Flagler County, Florida at the sole expense of the property owner.

4.23.07. *Owner responsible for income verification.* For each affordable unit, the property owner shall be responsible for accepting rental applications and determining and verifying the adjusted gross income of prospective tenants to ensure such tenants qualify as an eligible household. Adjusted gross income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination. The property owner shall submit an annual report to the City as provided in the LURA.

4.23.08. *Affordable units must be comparable in quality to the market-rate units.* The affordable units shall be intermixed with, and not segregated from any market rate units within the live local project. At all times, the affordable units must be at least reasonably comparable in terms of size, features, and number of bedrooms to the market rate units. Eligible households shall not be excluded from using common area amenities within the project.

4.23.09. *Required recordkeeping.* The property owner of a live local development shall maintain complete and accurate income records pertaining to each eligible household occupying an affordable unit. These records must be updated annually and shall be maintained for at least ten years following the date of each such record. At a minimum, property owner shall maintain the following records for each occupied affordable unit:

A. An eligible household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income, and asset information for each household member;

B. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the affordable unit;

C. Verification that the household is an eligible household as defined herein; and

D. Verification that the eligible household's rent is affordable as defined herein.

4.23.10. *Annual reporting requirements.* The property owner of a live local development shall provide an annual report to the City by September 30 of each year. The annual report shall provide the following information regarding each affordable unit:

A. Unit address;

B. Number of persons residing in each affordable unit;

C. The adjusted gross income of the persons residing in the affordable unit;

D. The monthly rent charged;

E. Any other information reasonably required to ensure compliance with the Live Local Act and requested by the City.

4.23.11. *Monitoring and inspection.* The property owner of a live local development shall permit the City to inspect all records, including but not limited to financial statements and rental records, pertaining to the affordable units within the development upon reasonable notice and shall submit to the City such documentation as required by the City to document compliance with the Live Local Act. The City may, from time to time, make or cause to be made inspections of the affordable units and development rental records to determine compliance with the Live Local Act. The City shall notify the owner prior to scheduled inspections, and the owner shall make any and all necessary arrangements to facilitate the City's inspection.

(Ord. No. 2024-17, § 5, 11-12-24)

Sec. 5.01. - Purpose and Applicability.

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

5.01.02. Applicability. All development shall provide transportation, access, parking, loading, stacking, bicycle (including E-bike and micromobility), and pedestrian facilities in compliance with the standards of this chapter. All facilities shall be maintained as long as the principal use continues.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.02. - Transportation and Connectivity.

5.02.01. *Streets.*

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

1. The City Council may approve developer proposed private streets in residential areas via a plat approval. In such cases, all such streets shall meet all design and construction criteria of the City for public streets, and a condominium or homeowners association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets. All streets shall be constructed to the exterior property lines of the development unless they are permanently terminated by a cul-de-sac or an intersection with another street. Public streets shall not be gated.

2. City Council may approve developer proposed private streets in commercial or industrial areas via a plat approval. In such cases, all streets shall meet the design and construction criteria of the City for public streets unless overriding conditions, such as sharing entrances or parking areas, require different design criteria. A property owners' association or equivalent shall be created with all duties and powers necessary to ensure perpetual maintenance of such private streets.

B. The arrangement of streets in a development shall:

1. Provide efficient and orderly hierarchy of streets.

2. Conform to official plans and maps of the City.

3. Be integrated with the existing and planned street system of the surrounding area in a manner that is not detrimental to existing neighborhoods.

4. Ensure that the use of local streets by design discourages passby traffic.

5. Facilitate and coordinate with the future development of adjoining property of a similar character, and provide for local circulation and convenient access to neighborhood facilities.

6. Local streets shall be patterned in such a way that continuous traffic from a collector road to another collector or arterial road is discouraged. Local streets shall be designed not to function as a collector road.

7. Collector Roads shall not have residential driveway connections.

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

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

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

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

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

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

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

5.02.03. *Additional right-of-way.*

A. Within the area of the setbacks required by this Land Development Code, additional right-of-way may be required to promote public safety and convenience or to ensure adequate access, circulation, and parking based upon a rational nexus and rough proportionality analysis.

B. Whenever a street is programmed for improvement (in the adopted budget and the Capital Improvements Element of the Comprehensive Plan) and the need for the improvement is due to development being approved, as determined in a rational nexus and rough proportionality analysis, the owner of the proposed development must convey necessary right-of-way to the City.

C. Where a proposed subdivision or site development abuts an existing street of inadequate right-of-way, and the need for additional right-of-way is rationally related to the development being approved, the owner of the development must convey additional right-of-way based upon a rational nexus and rough proportionality.

D. All right-of-way dedications, except easements, shall be conveyed to the City by means of a warranty deed or dedication by plat, at the City's discretion. Easements shall be conveyed to the City in a form acceptable to the City.

E. All right-of-way dedications are subject to acceptance by the City Council and/or the Land Use Administrator.

F. The following requirements shall be adhered to regarding right-of-way for corner clip radius:

1. On any corner parcel with access to at least one adjacent road classified as a collector or above, additional right-of-way shall be dedicated to the City if needed to accommodate intersection radius improvements.

2. Property lines at street intersections shall be rounded with a minimum radius of 25 feet. A greater radius shall be required at an angle of intersection of less than 75 degrees, as determined by the Land Use Administrator based upon sound and generally accepted engineering practices and principles.

G. Right-of-way donations/dedications may be eligible for transportation impact fee credits if the donation or dedication is in accordance with City requirements.

5.02.04. *Connectivity and interconnectivity.*

A. When nonresidential developments are proposed to front on public streets, the City shall require the use of joint driveways and cross-access easements in order to minimize the number and maximize the spacing of access connections unless determined not feasible by the Land Use Administrator due to a unique configuration of the properties or substantial environmental constraints. Whenever cross-access corridors or coordinated or joint parking designs are provided to accomplish access management, each applicant for development approval shall provide such easements or agreements as may be necessary to ensure that adjoining properties shall be appropriately connected in order to implement a unified system allowing general cross-access to and from the other properties in the affected area. Such easements or agreements shall be recorded in the Public Records of Flagler County by the developer at developer's expense and shall constitute a covenant running with the land. When cross-access is provided to an undeveloped adjoining property, a temporary curb shall be provided at the end of the pavement to ensure drivers do not use the cross-access until the adjoining property is developed. Nonresidential developments shall provide a second means of ingress when required by the Florida Fire Prevention Code or this Code.

B. All new residential developments of more than 100 dwelling units, or which use as access a street that is 2,500 feet or more in length from another roadway, shall provide a minimum of two vehicular entrances from a public right-of-way, with at least one of the vehicular entrances connecting to a public collector or arterial road, but both directly connecting to a public road. For new residential developments exceeding 250 dwelling units must provide two paved vehicular entrances. A deviation to the requirement that at least one of the vehicular entrances connect to

a public collector or arterial road may be granted by the Land Use Administrator if it is determined by a traffic study administered by a licensed engineer that the additional traffic will not exceed the capacity of surrounding local streets at build-out of the surrounding area, or if the entrance connects to a private roadway meeting City standards, which then connects to a public roadway.

C. All developments shall provide for bicycle and pedestrian interconnectivity to promote the use of bicycles and walking and as a means to reduce traffic on collector and arterial roads.

D. All residential and nonresidential development that abuts an existing or proposed trail system shall provide pedestrian and bicycle links to the trail system unless it would not be safe.

E. All new roads, except those where bicyclists are unlawful, such as controlled access highways, shall be designed and constructed for the provision of bicycle access. Bicycle safe design practices shall be followed including, but not limited to, safe drainage grates, railroad crossings, smooth pavements, and signals responsive to bicycles. In addition, the desirability of adding facilities such as bicycle lanes, bicycle routes, shoulder improvements, and wide curb lanes shall be considered.

F. To the fullest extent practicable, all rural arterial and collector sections within one mile of an urbanized area shall be considered for the construction of paved shoulders five feet in width.

5.02.05. *Intersections.*

A. Streets shall intersect at an angle of 90 degrees, unless unique circumstances justify a lesser angle of intersection based upon sound and generally accepted engineering practices and principles.

B. Spacing of street intersections shall be determined based upon Florida Department of Transportation Access Management Standards and Classifications.

5.02.06. *Visibility at intersections.*

A. Sight triangles and sight distance requirements shall adhere to Section 11.03.01.L., including Table 11-3 - Sight Triangle Dimensions Along Driveways and Roadways.

B. Within that portion of a lot or parcel that lies within the sight triangle, as defined in Chapter 14, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially obstruct vision between a height of two feet to seven feet above the average grade at the centerline of the adjoining road.

C. Low-growing shrubs, annuals, and other lower growing vegetation may be utilized within sight triangles or other areas to ensure visibility is not reduced.

D. Trees may be permitted in the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single-trunk and foliage is kept trimmed between two feet and seven feet in height.

(Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.03. - Access.

5.03.01. *Vehicular access.*

A. Access management, location, design, and construction of driveway connections to the City's road network shall follow criteria and standard practices as established by the City, based upon Florida Department of Transportation's Access Management Standards and Classifications rules.

B. All development sites shall provide permanent access from a paved street to each lot or parcel within the development in accordance with City standards.

C. Cutting or altering a curb on a public street is prohibited without a permit issued by the City in accordance with Chapter 9.

D. In addition to City approval, approval from Florida Department of Transportation for state roads, or Flagler County for county roads, is also required for any access onto such roads.

E. All driveways shall be designed and constructed to comply with all drainage standards as outlined in Chapter 9 and shall be constructed utilizing an approved paving material in accordance with City standards.

5.03.02. *Pedestrian access.*

A. All development shall provide paved sidewalks, meeting the latest ADA (Americans with Disabilities Act) and City standards, whenever the development fronts on a collector or arterial street.

B. All proposed development fronting a local street shall provide a five-foot wide paved sidewalk(s) along the entire frontage with the local streets, except as outlined below, based on the following standards:

1. Where sidewalks are present along frontage with a local street, a five-foot wide paved sidewalk shall be provided connecting the existing sidewalk to the principal building(s). Where development has frontage on more than one local street, five-foot wide paved sidewalks shall connect the principal building(s) to each local street.

2. Where no sidewalks are present, a sidewalk shall be provided. The City shall determine the location and size of the sidewalk based on the characteristics of the right-of-way.

3. If the construction of a sidewalk is not currently feasible or practical, the Land Use Administrator may allow the developer to make a payment into the Palm Coast Sidewalk Improvement Trust Fund in lieu of sidewalk construction; however, the design and location of new sidewalk must be part of the subdivision or site plan. If sidewalk location is within private property then a legal instrument must be provided to have public access. The legal instrument can be provided in a plat as a right-of-way and/or access easement.

C. All new residential and nonresidential development adjacent to a proposed multi-use path, consistent with the Bicycle/Pedestrian Master Plan, shall provide a twelve-foot wide trail pathway (hard or soft surface per City standards) within the right-of-way or in an easement to provide for the extension of the trail system based upon a rational nexus and rough proportionality analysis.

D. Where development fronts on a collector or arterial road, a five-foot paved sidewalk shall be provided to connect the public sidewalk to the principal building(s) with the sidewalk being placed along the collector or arterial road. Where development fronts on more than one collector or arterial roadway, sidewalks shall connect the principal building(s) to each collector/arterial roadway. Five-foot paved sidewalks shall also be provided to connect to adjacent properties.

E. All new nonresidential and multifamily residential development shall provide safe and convenient pedestrian access and connectivity throughout the site. If necessary, such pedestrian access shall be within an easement consistent with Section 9.02.03E.

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

5.03.04. *Single-family, duplex and townhouse driveway and garage standards.*

A. Parking spaces and garages for single-family, duplex and townhouse units shall be provided as follows with garages not counting towards minimum required parking spaces:

1. Single-family homes with less than 1,200 square feet in living area shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces. Single-family

homes with at least 1,200 square feet in living area shall have at least a two-car attached garage unless an exception is specifically permitted by another provision of this Code.

2. Duplexes with less than 1,500 square feet in living area per unit shall have at least a one-car attached garage and a permanent surface for two exterior parking spaces per dwelling unit. Duplexes with 1,500 or greater square feet in living area per unit shall have at least a two-car attached garage per dwelling unit unless an exception is specifically permitted by another provision of this Code.

3. A townhouse with less than 1,500 square feet in living area shall have at least a one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for a townhouse with 1,500 or greater square feet in living area.

4. Off-street parking is prohibited adjacent to either side of the dwelling, except when such parking space provides access to a garage.

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

1. Driveways shall be completely paved. However, on one-acre or larger lots, where the garage is located at least 100 feet from the right-of-way, the pavement area may be limited as follows: Only the 20 feet closest to the garage, the driveway apron area within the right-of-way, and other portions of the driveway that are visible from the right-of-way and within 100 feet of the right-of-way, are required to be paved. The unpaved driveway area shall be of a stabilized material that will support emergency vehicles and meet City standards, such as graded and compacted asphalt milling or similar material. Pervious and permeable pavers and pavement which meet City standards are allowed and are acceptable Green Building materials.

2. Garages must have a driveway extending for a minimum of 20 feet in front of each garage door. The driveway shall be at least the width of the garage door(s), with a minimum width of ten feet, to allow for safe access. For the 20 feet of the driveway that is closest to the garage, driveways for one and two-car garages shall have a minimum width of 16 feet, and driveways for three-car or larger garages shall have a minimum width of 24 feet.

3. Residential driveways entering the public right-of-way shall be a minimum of ten feet wide at the right-of-way line and 16 feet wide at the roadway edge. On corner lots, driveways shall not enter the right-of-way within 25 feet of where the two rights-of-way lines intersect.

4. Driveways shall either lead to a garage (standard driveway), or a circular driveway may be constructed. Except for corner lots, one approach of a circular driveway shall double as the standard driveway.

5. A standard driveway may also have a flare where the driveway widens to provide for an additional lane for vehicle parking. Additionally, standard driveways may have a turnaround so residents may avoid backing out onto the street. Turnarounds shall be located solely on the homeowner's property, except for radii, and not within rights-of-way. Turnarounds shall be a maximum of 9’ wide by 18’ long. In side yards, flares and turnarounds shall not encroach into side yard easements and shall not be located within five feet of side property lines.

6. Maximum driveway widths internal to the lot shall be 18 feet for circular driveways and turnarounds; and for standard driveways, including any flares, the internal widths shall be limited to 20 feet for a one-car garage, 36 feet for a two-car garage, 42 feet for a three-car garage, and 48 feet for a four-car garage. For circular driveways that merge with standard driveways, only the standard driveway area may exceed the maximum width of 18 feet.

7. The lot area in front of the home's building façade out to the front property line must have a minimum of 25 percent landscaped planting area.

8. Driveways, driveway aprons and culverts beneath driveways shall conform to City design and permitting standards.

9. Owners proposing to utilize pavers as pavement on the portion of the driveway in the City right-of-way shall execute a Right-of-Way Utilization Agreement prior to City final approval.

(Ord. No. 2009-26, § 35, 12-15-09; Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 5.04. - Parking.

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

5.04.02. *Off-street vehicle parking.* Off-street parking and loading facilities shall be provided for any new use established, for any addition or enlargement of an existing use, or any change of occupancy or manner of operation that would result in additional parking. See Chapter 1 for nonconforming uses and the remodeling threshold. Additional parking may be required only for such addition, enlargement, or change, and not for the entire building or use, unless it is determined, based on the historical function of the use or similar such uses, there is a need for additional parking.

A. *Off-street parking spaces required.*

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

Table 5-3: Parking Ratios

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

Type of use	Minimum Number of Spaces
Adult entertainment	1 space per 100 s.f.
Assembly places (houses of worship/religious institutions, funeral homes, movie theaters, auditoriums, arenas, stadiums, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Banks and credit unions	1 space per 200 s.f.
Barber shops and beauty salons	1 space per 250 s.f.
Bowling alley	3 spaces per lane
Call centers and contact centers	1 space per 115 sq. ft.

Civic clubs and lodges (including civic membership organizations)	1 space per 3 seats plus 2 spaces per 100 s.f. of area devoted to public assembly without seats
Colleges, universities and business/technical schools	1 space per 3 on-site school population (students, faculty and staff but excluding online students)
Convenience store (with or without fueling stations)	1 space per 200 s.f. + 1 space per 2 seats for food patrons
Day care, child care, private schools (k-12)	2 spaces per employee on the largest shift. For private high schools, add 1 space per 2 students in 11th and 12th grade
Fitness center/health club/dance studio	1 space per 125 s.f.
Furniture/mattress store	1 per 700 s.f.
Gasoline service stations/vehicle service and repair facilities	1 space per 250 s.f. of area devoted to sales or customer lounges, plus sufficient area to accommodate vehicles at pumps without interfering with other parking, plus 3 spaces per service bay
Golf course	4 spaces per hole; plus 1 space per 250 s.f. of clubhouse
Golf driving range/putting greens	1 space per 2 driving tees/putting greens + parking for any structures
Golf, miniature	1.25 spaces per hole + parking for any structures
Grocery/supermarket [1]	1 space per 200 s.f.
Group lodging, including nursing homes, rest homes, convalescent homes, assisted care facilities, and other similar facilities	1 space per 2 beds or 0.75 space per unit

Home Improvement/Building Materials and Garden Centers [1]	3.5 spaces per 1,000 s.f.
Hospitals and other medical facilities providing overnight accommodations	2 spaces per bed
Hotels, motels, and other similar lodging and accommodations establishments, without restaurants or lounges open to the public	1.15 spaces per sleeping room
Hotels, motels, apartment hotels, and other similar lodging and accommodations establishments, with restaurants or lounges open to the public	1.15 spaces per sleeping room, plus parking required at 50% of normal rates for any restaurant or drinking establishment
Independent living units (associated with a continuing care retirement community)	1.25 spaces per unit
Industrial, manufacturing and production uses	1 space per 750 s.f.
Marinas	1 space per 3 boat berths (wet slip or dry storage)
Medical or dental offices, medical or dental laboratory, and medical clinics, and veterinary clinics	1 space per 250 s.f.
Mini-warehouse or self-storage facilities including boat and recreational vehicle storage	Minimum of four spaces required. Facilities providing more than 200 storage units require an additional 1 space per 50 units. (Storage units include both indoor storage units and outdoor RV/Boat storage spaces.)
Multi-family dwellings	1 space per efficiency unit 1.5 spaces per 1 bedroom 2 spaces per 2 bedrooms and over
Offices (general, professional, or government)	1 space per 250 s.f.

Plant nursery	1 space per 250 s.f. of building area + 1 space per 2,000 s.f. of display areas open to the public
Restaurants (with or without a drive-through), drinking establishments	1 space per 50 s.f. of areas open to the public + 1 space per 75 s.f. of outdoor eating/drinking areas
Shopping centers, discount superstores, and multi-tenant retail centers [1]	1 space per 250 s.f.
Retail including pharmacies and business services	1 space per 250 s.f.
Single-family dwelling, duplex, two-family and townhouse units	2 spaces per unit
Tennis, bocce ball, pickle ball, shuffleboard and racquetball facilities	1.5 spaces per court
Vehicle and boat sales/dealership	1 per 3,000 s.f. of open or enclosed sales area
Warehouse	1 space per 1,200 s.f.
[[1] An additional parking space equivalent is required for every 50 parking spaces for shopping cart storage for shopping center development exceeding 50,000 s.f.]	

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

B. *Flexibility.*

1. The Land Use Administrator may authorize an adjustment of up to 20% in the total parking requirements where it is demonstrated that the application of the parking ratios is inappropriate for a proposed use due to the mix of existing or proposed uses on the property. A request for adjustment may require the submission of a site plan, traffic and parking study, and floor plan, which address the rationale for reducing or increasing parking requirements. Considerations and approval shall be contingent upon the continued operation of like or similar uses as identified under the approved plan. A change in the use category of parking shall require separate consideration. Pervious surface materials may be utilized when increasing parking requirements, where feasible, and may include pervious pavement, brick pavers, or other permanent pervious materials supported by green building principles. Stabilized grass parking with paved parking aisles may be considered, where feasible, for periodic overflow parking. Reducing parking requirements may require additional pervious areas and adequate stormwater capacity to accommodate potential future parking spaces per Code.

2. The Land Use Administrator may approve de minimis variations of parking lot or design standards if it is determined that a substantial public benefit would be attained. The de minimis variance may include reducing the required number of parking spaces; public benefits may include: the use of alternative surface materials; or varying from design standards when specimen or historic trees can be saved, utility conflicts can be avoided, or where architectural aesthetics can be improved.

3. Up to 33 percent of required parking for not-for-profit and non-profit groups and civic clubs that only use the parking periodically (one day or less per week except for occasional special events), may be provided as stabilized grass parking, with approval of the Land Use Administrator, where those spaces are served by paved parking aisles and are generally located further from the use being served than the paved spaces. Landscaped islands are required with stabilized grass parking (see Section 11.03.04.B.3.b). Stabilized grass parking spaces shall be appropriately graded and computed as impervious areas for water management purposes, and stabilized grass parking spaces that are utilized more often than periodically as defined above shall be paved if required by the Land Use Administrator based on amount of use.

4. All of the overflow parking (parking that exceeds the minimum number of required spaces) for not-for-profit and non-profit groups and civic clubs that only use the parking on an occasional basis may be provided as stabilized grass parking and stabilized grass drive aisles, with approval of the Land Use Administrator, where those spaces are generally located further from the use being served than the required parking. Landscaped islands are required with stabilized grass parking spaces (see Section 11.03.04.B.3.b). Stabilized grass parking spaces and stabilized grass drive aisles shall be appropriately graded and computed as impervious areas for water management purposes.

C. *Location.*

1. Each off-street parking space shall be located on the site it services, unless provided otherwise in this Code.

2. Nonresidential off-street parking spaces and access ways shall not be located closer than eight feet from any side property line, unless both adjoining properties are part of a master plan, share an access way, or similar circumstances exist. The minimum queuing distance required from the property line along a right-of-way to the first parking space or parking aisle is: a) 20 feet along a local public roadway: b) 35 feet along a collector roadway: or c) 50 feet along an arterial roadway: unless the applicant demonstrates, based on a traffic study, that a reduced queuing distance will not pose a hazard or interfere with pedestrian and vehicle

traffic operations. However, traffic from a proposed development must not stack onto a public right-of-way during typical peak hour operating conditions.

3. All required parking stalls shall have direct and unobstructed access from a parking aisle.

D. *Off-street circulation.*

1. Internal circulation patterns, and the location and traffic direction of all access ways and parking aisles, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety, and clearly marked as required by the City.

2. Vehicular circulation shall be completely contained within the property and vehicles located within a portion of the development must have access to all other portions without using the adjacent street system.

E. *Parking facility design.*

1. All parking facilities shall be graded and provided with permanent storm drainage facilities meeting the construction specifications set by the City. Surfacing, curbing, and drainage improvements shall be sufficient to preclude the free flow of water onto adjacent properties or public streets or alleys, and to provide adequate drainage.

2. Reserved.

3. Any off-street parking facility shall have access ways of sufficient width to allow for two-way traffic, or one-way access ways that are connected to parking aisles, parking areas, or maneuvering areas in such a manner as to permit traffic to simultaneously enter and leave the property. An access way that is only wide enough for one-way traffic shall have signage designating it for one-way operation.

4. Single-lane one-way access ways shall be a minimum of 14 feet wide. Two-way access ways shall be a minimum of 24 feet wide, exclusive of any median. Required access way widths may be increased by the City based on vehicle types and numbers of vehicles expected to use the facility, or if the Fire Prevention Code justifies such increase based upon traffic engineering and safety considerations.

5. Parking spaces and parking aisles shall be designed in accordance with Table 5-4.

6. Applicants are encouraged to reduce paved areas by reducing the perpendicular depth of standard parking spaces to 18 feet of pavement with two feet of overhang area, subject to the following conditions:

a. Continuous curbing shall be used at the overhang.

b. The overhang will not interfere with the healthy growth of adjacent landscaping material.

c. Any abutting sidewalk is raised a minimum of six inches and is a minimum of seven feet wide. A sidewalk located at least two feet from the front of curb does not need to meet these standards.

Table 5-4: Parking Space and Parking Aisle Requirements

Parking Angle (degrees)	Standard Stall Width (feet)	Stall Depth Perpendicular to Aisle (feet)	Curb Length Parallel to Aisle (feet)	Parking Aisle Width One-Way Traffic (feet)	Parking Aisle Width Two-Way Traffic (feet)
0 (parallel)	10	10	23	12	24

45	9	21.2	12.7	14	24
60	9	22.3	10.4	18	24
90	9	20	9	24	24

Note: Parking spaces are measured from the centerline of painted stripe to edge of curb or center-line of painted stripe.

7. Parking stalls shall be delineated with a white pavement striping that is six inches wide.
8. Reserved.
9. For any nonresidential or multi-family use providing 50 or more spaces, a maximum of three for every 50 required spaces may be reduced in size and designed to accommodate parking for motorcycles. When provided, motorcycle parking shall be clearly identified by a sign, be at least 4.5 feet wide, surfaced with concrete, and have pavement striping. Motorcycle spaces may count towards required vehicular parking spaces.
10. All permanent off-street parking and loading and/or unloading areas except as permitted under Sections 5.04.02.B.3 and 5.04.02.B.4, shall be surfaced with brick, pavers, asphalt, or concrete, and all materials shall meet City design standards.

F. *Maintenance.*

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

5.04.03. *Bicycle parking.*

A. All developments (except for single-family and duplex platted lots) requiring off-street parking shall provide parking for bicycles in accordance with the following standards:

1. Multifamily development shall provide bicycle parking spaces to the equivalent of ten percent of the required vehicular parking spaces.
2. Nonresidential developments shall provide bicycle rack spaces as follows:

Table 5-5: Bicycle Rack Ratios for Nonresidential Developments

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

B. Bicycle rack facilities shall meet the following standards:

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

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

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

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

5.04.07. *Off-street loading or unloading space requirements.*

A. At the time of construction of any of the categories of buildings listed in Table 5-6, or at the time of structural alteration for an increase in their size or capacity, off-street loading and/or unloading spaces with adequate means of ingress and egress from a public street or access way shall be provided without interfering with the public use of streets, off-street parking spaces, or taxi stands. Off-street parking spaces shall not be used to meet off-street loading requirements.

B. The dimensions, design, and location of all off-street loading spaces shall meet the requirements as outlined in this Code.

C. Loading spaces shall not block streets, alleys, driveways, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks. Loading areas shall not use a public right-of-way or adjacent property as part of a maneuvering area, or use a public right-of-way or adjacent property as part of a temporary or permanent parking area for loading or unloading.

D. The minimum number of off-street loading and/or unloading spaces and the design shall meet the needs of the proposed use and reasonably expected future uses, and shall have the minimum dimensional requirements as displayed in the following tables:

Table 5-6: Loading or Unloading Space Requirements

Use Category	Floor Area in Square Feet	Number of Spaces Required
Retail Sales and Service, Restaurants, or Similar Uses	5,000—20,000	1
	20,001—50,000	2
	Each additional 25,000 square feet or major fraction thereof	1
Offices, Hotels, Hospitals, Nursing Homes, Adult Congregate Living Facilities, Multi-Family Project or Similar Uses	30,000—100,000	1
	Each additional 100,000 square feet or major fraction thereof	1
Arenas, Auditoriums, Stadiums, Convention Centers, Exhibition Halls, Museums, or Similar Uses	10,000—50,000	1
	50,001—100,000	2
	Over 100,000	4
Any Industrial Use and any Wholesale, Retail, and Nonresidential Storage Facility (Not Required for a Self-Storage Facility)	5,000—25,000	1
	25,001—55,000	2
	55,001—85,000	3

	Each additional 30,000 square feet or major fractions thereof	1

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

Table 5-7: Loading Space Dimensional Requirements

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

* For tractor-trailer trucks, a 55-foot length is required. Retail and industrial buildings with 50,000 square feet of retail area or more shall have at least one loading space for tractor-trailer trucks, and buildings with 100,000 square feet of retail area or more shall have at least two loading spaces for tractor-trailer trucks, unless the applicant demonstrates a standard size loading space will suffice for one or both spaces based on the nature of the use(s).

F. Loading spaces for tractor-trailer trucks shall not be located within 100 feet of any residential use or zoning district boundary and these spaces shall be located to the rear of the principal structure and screened from view of the public right-of-way or access easement.

G. Uses not listed. The required number of loading spaces for any use not specifically mentioned above shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or by data provided by the Institute of Transportation Engineers, or other similar studies.

H. An adjustment in the loading requirements may be approved where it is demonstrated that the application of the loading ratios is inappropriate for a proposed use due to specific site or use conditions. The applicant must submit a site plan and operational analysis which address the rationale for reducing or increasing loading requirements. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan. If there is a change in the use category of loading, a new application must be submitted.

5.04.08. *Shared parking and joint use of facilities.*

A. The Land Use Administrator may permit the required off-street parking spaces for a use to be shared as required parking spaces for another use upon finding that:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby;
2. The uses served thereby have different peak periods or the required parking is excessive for one use; and
3. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation, and public safety meets the requirements of this Code.

B. A shared parking usage analysis shall be employed for calculating parking requirements for multiple uses.

C. Accessible spaces shall be based on the single use parking requirement. The shared parking methodology shall only reduce the general parking requirement.

D. Upon a finding by the Land Use Administrator that shared parking is appropriate, the Land Use Administrator shall issue a development order or approve an agreement for shared parking, which shall be recorded in the public records, and shall be enforceable by the City.

5.04.09. *Fleet storage.*

A. *General requirements.* In all zoning districts except industrial zoning districts or industrial type uses in the PSP Zoning District, the following requirements apply to the storage of five or more operable and inoperable motor vehicles which are owned (includes ownership under another corporate entity for which vehicles serve the business establishment located at the site) or leased by a business establishment located on the site on which the motor vehicles are located, excluding lawful and permitted businesses that inherently require the display of motor vehicles, trailers, heavy commercial vehicles, and construction equipment (i.e. automobile dealerships, tractor dealerships, etc.).

1. Areas specifically designated for fleet vehicles shall be screened from public view using a Tall Screen Planting described in Table 11-4 in this Code.

2. Fleet vehicle parking spaces and areas shall not be used to satisfy the required off-street parking for its land use as required in this Code.

3. It is prohibited and unlawful to park an inoperable motor vehicle for any part of a 24-hour period unless the motor vehicle is enclosed within a building or located within an opaque enclosure that is no less than six feet in height.

4. Fleet vehicles shall be used solely for the purpose of conducting activity associated with the business establishment (licensed by applicable federal, state, and local agencies) at the location where the motor vehicles are parked.

5. A business with fleet vehicles desiring to locate into an existing building in an appropriately zoned district shall establish a designated area for the fleet vehicles in compliance with this section if such area is not already established. A site plan shall be submitted to the Land Use Administrator to determine compliance.

B. *Exemptions.* This section does not apply to commercial motor vehicles parked during active loading and unloading for any part of a 24-hour period within areas designated as loading spaces on an approved site plan or to automobiles or sport utility vehicles.

5.04.10. *Boat and recreational vehicle commercial storage facilities.* Where boats or recreational vehicles are commercially stored outside, they shall only be stored on pavement located behind buildings or preserved wooded areas so they are generally hidden from the public rights-of-way, unless specifically permitted by Code.

5.04.11. *Drive-through facilities.*

5.04.11.01. *Location.*

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

B. Drive-through facilities for an automated teller machine (ATM) shall only be located on sites with a financial institution; or, if within a multi-tenant retail center or shopping center, where the applicant demonstrates that the facilities will not interfere with the safe movement of traffic.

5.04.11.2. *Stacking lanes and spaces.*

A. All facilities providing drive-through service shall provide stacking lanes in compliance with the standards of this section. A stacking space shall be a minimum of ten feet in width and 20 feet in length, measured starting ten feet behind the pickup window.

1. Drive-through lanes must be clearly distinguished from parking aisles by acceptable pavement markings or pavement color.

2. On-site stacking spaces must accommodate stacking demand under the typical a.m., mid-day, and p.m. peak hour conditions of adjacent roadways.

3. A 12-foot wide paved bypass lane (11 feet if the stacking lane is increased to a width of 11 feet) shall be provided for drive-through facilities, unless the City determines the bypass lane is unnecessary due to unique site conditions.

B. Restaurants with drive-through facilities shall provide a minimum of nine stacking spaces. The bypass lane shall serve customers at least until they have traveled past the point where orders are taken.

C. Banks, financial institutions, dry cleaners, and pharmacies shall provide a minimum of four stacking spaces per lane; except for automated teller machines, which shall have three spaces per lane.

D. An automated car wash, and a manned or unmanned gatehouse or entry control structure, shall provide a minimum of three stacking spaces per service lane.

E. A six feet high solid decorative wall shall be provided along all property lines abutting lots or parcels zoned or used for residential purposes in order to block lights and noise from vehicles in the stacking lanes or drive-through facility.

F. Stacking lanes shall not be located within a designated delivery area or loading zone.

G. Within the OFC-1 District, drive-through facilities may have only a single lane with a single service window, unless the second lane is serviced by the same single window, or by an automated device (e.g., ATM).

H. Uses not listed. The required number of stacking spaces for any use not specifically mentioned shall be the same as the use most similar to the proposed use, or be guided by requirements for such use in other jurisdictions, or data provided by the Institute of Transportation Engineers in Parking Generation, or other similar studies.

I. The Land Use Administrator may determine an increase or reduction in the stacking requirements is required where it is demonstrated that the stacking number is inappropriate for a proposed use due to the property configuration, the specific nature of the use, or traffic flow patterns.

1. To request a modification, an applicant must submit a site plan and traffic study which address the rationale for reducing the stacking requirements.

2. Approval shall be contingent upon the continued operation of like or similar uses as identified under the approved site plan.

3. A change in the use category shall require a new application for modification.

(Ord. No. 2009-26, §§ 36—40, 12-15-09; Ord. No. 2012-3, § 4(Exh. 2), 5-1-12; Ord. No. 2018-21 , § 3, 10-2-18)

Sec. 7.01. - Purpose and Intent.

The purpose of this chapter is to implement the concurrency provisions of the Comprehensive Plan, as mandated by Section 163.3180, Florida Statutes, and the Florida Administrative Code. No development order or permit which contains a specific plan of development, including the densities and intensities of development, shall be issued except in accordance with this chapter.

Sec. 7.02. - Public Facilities.

The public facilities subject to concurrency and the regulations in this chapter include: transportation facilities, potable water, sanitary sewer, solid waste, drainage, schools, and parks and recreation.

Sec. 7.03. - Tracking and Reporting.

7.03.01. *Concurrency management monitoring system.* The City hereby establishes and shall maintain a concurrency management monitoring system which consists of an inventory of public facility capacity and a demand accounting system that reflects the current status and availability of public facilities. A status report on the concurrency management monitoring system shall be prepared by the City on annual basis.

7.03.02. *Concurrency baseline statement.*

A. The Land Use Administrator shall develop a concurrency baseline statement which shall be effective for one year after its issuance. Nothing herein precludes, however, the issuance and effectiveness of more frequent amendments to the concurrency baseline statement. The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

B. The available capacity reported for each public facility in the concurrency baseline statement shall be determined by using calculations from the concurrency management monitoring system and projections of public facility demand for vested developments. The public facility demand for vested projects shall be based upon a reasonable projection of the progress of each proposal or project, population projections, and other technical considerations, such as the practices and assumptions utilized in the Comprehensive Plan.

Sec. 7.04. - Concurrency Review.

7.04.01. *Applicability.* All proposed developments or improvements to property requiring a final development order, except those developments or improvements which are exempt, as outlined in Subsection 7.04.02, or vested by this chapter, shall be subject to concurrency review prior to the issuance of a final development order.

7.04.02. *Exemptions.*

A. Final development orders, including building permits, which permit or approve the following types of development, are exempt from concurrency review if the Land Use Administrator finds that no additional impact on public facilities is created:

   1. Approved development plans which are specifically exempted from or specifically determined to be vested from the concurrency requirements in the Comprehensive Plan, pursuant to applicable laws.

   2. Single-family and duplex residential lots platted as of November 16, 2008 are exempt from concurrency review.

   3. Modifications to residential dwellings that include additions, renovations, or reconstruction that do not increase the number of dwelling units on the site or approved for the property prior to the modifications.

4. Additions, renovations to, or reconstruction of, accessory dwelling units, garage apartments, or other similar accessory units on parcels properly zoned to allow the accessory dwelling units.

5. Public facilities such as City offices, community centers, fire stations, parks, police stations, water or sewer facilities, other public works, and other public facilities as determined by the Land Use Administrator.

B. A Development of Regional Impact that has been approved pursuant to Section 380.06, Florida Statutes, for which the development is proceeding in compliance with the conditions of the Development of Regional Impact approval, may be exempt from transportation concurrency as provided by the Development of Regional Impact Development Order, if the development meets all the requirements of Section 163.3180 (5), and this chapter.

C. Final development orders which permit or approve development that creates a de minimis impact, as defined by F.S. § 163.3180 , shall be exempt from concurrency review for transportation facilities.

7.04.03. *Deferral option.*

A. Any applicant for a final development order may elect to defer concurrency review until the time at which an application for the final development order preceding a preconstruction conference or the commencement of any construction activity is filed. The applicant shall execute an affidavit acknowledging that development rights have not been vested and that development on the subject parcel shall be required to undergo concurrency review in the future. Deferral of school concurrency review is determined by the Flagler County School District.

B. Reserved.

C. A deferral affidavit shall be submitted to the Land Use Administrator.

7.04.04. *Standards for review.*

A. The City shall not issue a final development order, or an extension or amendment to an approved development order, unless there is sufficient available capacity of public facilities to meet the established levels of service. The City shall not grant a final development order unless one of the following standards is met:

1. The necessary public facilities are available and in place at the time the development is authorized in accordance with the Comprehensive Plan; or

2. The development order is issued subject to the condition that the necessary public facilities will be in place when the impacts of the development occur; or

3. The necessary public facilities are under construction at the time the development is authorized; or

4. The necessary public facilities are guaranteed in an enforceable development agreement that requires that the public facilities will be in place, except transportation facilities, when the impacts of development occur and that the applicant or developer will pay a proportionate share of the costs incurred to fulfill the need for the facilities and services created by proposed development. The enforceable development agreement for improvements must be financially guaranteed by cash, letter of credit, or similar instrument approved by the Land Use Administrator on a form satisfactory to the City and issued by a financial institution acceptable to the City or Land Use Administrator; or

5. The final development order permits or approves development that is exempt from concurrency review as outlined in Subsection 7.04.02.

B. For transportation facilities, the facilities must be available, programmed, or contracted to be under construction within three years of the subject final development order, or consistent with

provisions of the Florida Administrative Code. The impact thresholds and spheres of influence for arterial and collector roads shall be consistent with sound and generally accepted engineering standards and principles. When transportation facilities or segments are identified as deficient through the Concurrency Management System, including transportation facilities maintained by the Florida Department of Transportation or another jurisdiction, the Proportionate Share Program as provided in Section 7.07 may satisfy this requirement.

7.04.05. *Application for concurrency.*

A. *General requirements.*

1. Applications for concurrency may be submitted at any stage of development, but may only result in the issuance of a certificate of concurrency when issued in conjunction with a final development order.

2. For the purpose of the concurrency review, the maximum density or intensity allowed under the future land use and zoning designation shall be used, unless the applicant provides a development scenario. If an applicant provides a development scenario, concurrency will be determined based upon that scenario and the density or intensity of the subject property can not be increased without a new concurrency review.

3. Methodologies consistent with sound and generally accepted engineering and planning practices and principles shall be utilized to determine the impacts of proposed development and their effect on the available capacity of public facilities.

B. *Traffic study requirements.* An application for concurrency must include a traffic impact analysis (traffic impact analysis is synonymous with traffic impact study). The traffic impact analysis shall be consistent with sound and generally accepted engineering and planning practices and principles. In addition, the applicant is required to meet with the Land Use Administrator before conducting the traffic impact analysis to discuss appropriate methodology and/or mitigation proposals to be included in the traffic impact analysis. At a minimum the traffic study shall:

1. Identify the land use type of the proposed development, based on a generally accepted land use classification system (e.g., the North American Industry Classification System, the Land-Based Classification Standards, and/or Institute of Transportation Engineers Trip Generation Manual);

2. If the proposed development consists of multiple land uses, the traffic study must reflect the aggregated demand for capital transportation improvements generated by each land use type within the proposed impact-generating development;

3. Identify additional new trips (PM Peak Hour), additional vehicles (PM Peak Hour), current capacity/volume of affected roadway(s) (PM Peak Hour), available capacity/volume of affected roadway(s) (PM Peak Hour) before the proposed development, estimated capacity/volume of affected roadway(s) (PM Peak Hour), after the proposed development is complete (may be shown in phases of development), anticipated turning movements (PM Peak Hour), and additional anticipated roadway(s) capacities/volumes or improvements that may be needed to accommodate a reduced level of service identified through traffic study analysis; and

4. Utilize the latest edition of the Institute of Transportation Engineers Trip Generation, 11th Edition or later.

The findings of a traffic study satisfying the above requirements, including approval by the Land Use Administrator regarding the acceptability of the proposed traffic study methodology, shall be considered valid and applicable for a period of one year after the date it was either received by the City.

(Ord. No. 2009-26, §§ 41—44, 12-15-09)

Sec. 7.05. - Certificate of Concurrency.

7.05.01. *General provisions.*

A. Certificates of concurrency may only be issued in conjunction with the issuance of a final development order.

B. Certificates of concurrency are not transferable to another parcel or parcels of real property. Certificates of concurrency shall benefit and run with the parcel of real property to which the application related subject to the limits prescribed in this chapter and shall contain detailed information relating to limitations on uses and development densities and intensities.

C. If an application for development is found to be exempt from the concurrency review of the Concurrency Management System review requirements of the Comprehensive Plan, this chapter, applicable requirements of the Florida Statutes, or state law, then, consistent with the provisions of this chapter, a certificate of exemption shall be issued without conditions being attached thereto.

D. If a parcel of real property is not vested by the concurrency provisions of the Comprehensive Plan, this chapter, or applicable requirements of the Florida Statutes, a certificate of concurrency shall be valid for so long as the underlying development order relating to the subject real property, or a subsequent development order issued during the good faith continuation of the development, is valid.

7.05.02. *Reservation of capacities.*

A. *Reservation process.* The purpose of the public facility capacity reservation process is to afford property owners and developers the assurance that adequate capacity for requisite public facilities will be available when needed for a particular project, and to provide a higher degree of certainty during the construction financing process. The reservation process requires the applicant to reserve public facility capacity at the time of issuance of the certificate of concurrency.

B. *Reservation fees.* Unless the applicant provides other assurances acceptable to the City that adequate public facilities will be available concurrent with the impacts of development (such as, by way of example, a binding development agreement), all facility reservation fees shall be paid prior to the issuance of a certificate of concurrency and before authorization of any construction, pursuant to the provisions of this chapter. For phased development, the binding development agreement shall include the number of phases, quantity of development associated with each phase, the timing of facility reservation fee payments, and provisions that ensure that development of each phase will not commence until the facility reservation fees have been paid. The applicant shall pay all facility reservation fees due at the time of, and as a condition precedent to, the issuance of a building permit relating to the project, with said fees being paid at the rate in effect at the time of building permit issuance. Each facility reservation fee shall be calculated on the same basis as the application for a certificate of concurrency. Said fees shall be paid as follows:

1. For each public facility, the facility reservation fee shall be an amount equivalent to the then applicable City impact fee. All impact fees shall be required to be assessed and paid as a condition of receiving a building permit pursuant to the impact fee rate schedules in effect at the time a building permit is issued. However, each facility reservation fee previously paid shall be credited towards the corresponding impact fee as a per unit fixed-dollar deduction from the applicable impact fees at the time of building permit issuance.

2. For reservation of roadway capacity, applicants may select to reserve capacity for a fixed period of time, the periods of time being from one year to three years with associated scaling based on amount of the reservation fees paid. The scaling amount to be paid to secure the reservation would be:

    33% of total impact fee amount for one-year reservation period;

67% of total impact fee amount for two-year reservation period;

100% of total impact fee amount for three-year reservation period.

The Developer shall be required to pay the remainder of the required total impact fee amount due at the time of, and as a condition to, receiving a building permit. The scaled reservation fees paid previously shall be credited toward the impact fee in effect at the time of the building permit, and shall be on a dollar-for-dollar basis.

3. For water and sewer services, the facility reservation fee shall be an amount equivalent to the then applicable capacity fees and on the basis of the rates then in effect pursuant to the applicable rules, regulations, and requirements.

C. *Refund of reservation fees.* If a final development order is not issued, expires, or is surrendered pursuant to an amending development order issued by the City or an amending development agreement, an applicant may request in writing, and the City shall issue, a refund of facility reservation fees, excluding the processing fee, if the appropriate following conditions are met:

1. For all public facilities (i.e., transportation facilities, solid waste facilities, sanitary sewer, potable water, drainage facilities, schools, and parks and recreation facilities), capacity shall be surrendered and thereupon a refund shall be made by the City at the earlier of either of the following events occurring:

   a. A determination has been made by the Land Use Administrator that such refund shall not require or result in the elimination, deferral, or delay of a project which is needed to maintain the adopted level of service of the Comprehensive Plan.

   b. Another development is paying like facility reservation fees for the public facilities associated with the development for which the facility reservation fees are requested to be refunded. Like facility reservation fees shall be deemed those fees associated with and collected from another development paying the same impact fees relating to the same impacts on concurrency public facilities.

D. *Subject to required permits.* All water and sewer reservations of capacity shall be subject to the issuance of all required permits from the Florida Department of Environmental Protection and any other applicable agencies.

E. *Vested developments.* If a development is vested under this chapter, the requirements relating to the payment of impact fees and connection fees shall fully apply. If the payment of connection fees for water and sewer service is required to reserve capacity, such payment must occur. Vested status does not guarantee the availability of water or sewer capacity.

7.05.03. *Expiration.* Reservations of a certificate of concurrency shall run with the life of the development order, unless otherwise noted in Subsection 7.05.02, Reservation of Capacities.

7.05.04. *Cease and continuance.* If a public facility to be provided by an applicant is not available at the time of the development's impacts, further development shall cease until all required public facilities are constructed. If a public facility to be provided by an applicant is included in a binding contract, but the construction is behind schedule, development may continue, but no releases for final electrical service or certificates of occupancy shall be issued until the facility has been accepted or approved by the City. If, however, a public facility is to be provided by the City and is not completed on time, development may continue within the conditions in the development order; provided, however, that certificates of occupancy or releases for final electrical service shall not be issued until potable water, sanitary sewer, and solid waste capacities are available.

Sec. 7.06. - Phasing of Vested Development.

A. Developments which have been granted development rights or have been determined to be vested shall be required by the Land Use Administrator to enter into a development agreement, if a similar

agreement has not been previously entered, which development agreement sets forth a reasonable schedule for the completion of development and, accordingly, the impacts upon public facilities.

B. Development agreements for vested developments should be entered prior to the preconstruction conference being held.

C. Each development phase shall begin on the date the preconstruction conference is held and shall terminate upon the issuance of a certificate of completion relating to a defined part of the overall development plan. The preconstruction conference for a subsequent phase must occur within two years of the issuance of the certificate of completion of the prior phase in order to retain vested status.

D. No phased development, except for Development of Regional Impacts, may have a build-out schedule exceeding 20 years.

Sec. 7.07. - Proportionate Share Program.

7.07.01. *Purpose and intent.* The purpose of this section is to establish a method to mitigate the impacts of development on transportation facilities by the cooperative efforts of the public and private sectors, and shall be known as the Proportionate Share Program.

7.07.02. *Applicability.* The Proportionate-Share Program shall apply to all developments in the City that impact a road segment or intersection in the Concurrency Management System, including transportation facilities maintained by Florida Department of Transportation or another jurisdiction that are relied upon for concurrency review, and that have been notified that a failure to achieve transportation concurrency on a roadway segment, segments, or intersection(s) exists. The Proportionate-Share Program does not apply to developments meeting the de minimis standards under F.S. § 163.3180 or to developments exempted from concurrency.

7.07.03. *General requirements.*

A. An applicant may propose satisfying the transportation concurrency requirements of the City by making a proportionate -share contribution, pursuant to the following requirements:

1. The proposed development is consistent with the Comprehensive Plan and this Land Development Code.

2. The 5-year Capital Improvement Program includes transportation improvement(s) that, upon completion, will mitigate additional traffic generated by the proposed development, as determined by the Land Use Administrator, and in accordance with the proportionate -share statute.

B. The Land Use Administrator may determine to allow an applicant to satisfy transportation concurrency through the Proportionate -Share Program by contributing to an improvement that, upon completion, will mitigate the impact of additional traffic generated by the proposed development, as projected by City staff, using best available data and methodologies, but is not contained in the Capital Improvement Program, where one of the following apply:

1. The City adopts, by resolution or ordinance, a commitment to add the improvements to the next 5-year Capital Improvement Program no later than the next regular update. To qualify for consideration under this section, the proposed improvement must be reviewed by the Land Use Administrator and must be determined to be financially feasible. "Financially feasible" means that additional developer contributions, payments, or other funding sources are anticipated during a period not to exceed ten years, to fully mitigate the specified impact(s) on the identified transportation facility or facilities and in accordance with the proportionate -share statute.

2. If the Land Use Administrator determines that the funds in the Capital Improvement Program are insufficient to fully fund construction of a transportation improvement required by the Concurrency Management System, then a proportionate -share payment may be required for another improvement which will, as determined by the Land Use Administrator,

significantly benefit the impacted transportation system. The improvement or improvements funded by the proportionate -share component shall be adopted into the next 5-year Capital Improvement Program at the next annual Capital Improvement Element update.

C. Any improvement project proposed to meet the developer's -share obligation must meet generally accepted design standards applicable for the Florida Department of Transportation maintained roadways and/or City maintained roadways, whichever is applicable.

7.07.04. *Application process.*

A. The Land Use Administrator shall notify an applicant in writing if a failure to satisfy transportation concurrency requirements occurs. Upon receipt of such notice, an applicant may submit a proposed proportionate -share calculation to the Land Use Administrator for review.

B. Pursuant to F.S. § 163.3180 , proposed proportionate-share mitigation for development impacts to facilities on the Strategic Intermodal System requires the concurrence of the Florida Department of Transportation. Improvements to non-Strategic Intermodal System Florida Department of Transportation maintained roadways shall likewise require Florida Department of Transportation review and approval.

C. The Land Use Administrator shall determine whether a proportionate -share calculation is sufficient and eligible and is consistent with professionally accepted engineering practices. Upon a finding of sufficiency, a proportionate-share agreement will be prepared between the City and the applicant. The agreement shall include, but not be limited to, the amount of payment, description of work, estimated construction costs using the projected future cost of the improvement (at the time payment is due) and data, and the timing of payment. All proportionate-share agreements are subject to approval by the City Council.

7.07.05. *Determining proportionate -share obligation.*

A. Proportionate share mitigation for concurrency impacts may include, but are not limited to, separately or collectively, private funds, contributions of land, and construction or contribution of transportation improvements.

B. A development shall be required to pay only its proportionate share. The calculated value of the proportionate share mitigation for the impacted transportation facilities shall not differ regardless of the method of mitigation.

C. The methodology used to calculate an applicant's proportionate share obligation shall be as provided for in F.S. § 163.3180, as follows:

Proportionate Share = Σ[[(Development Trips;sub*sub;)/(SV Increase;sub*\sub;)] x Cost;sub*sub;]-Impact Fee Credits*

Where:

Development Trips = those trips from the development that are assigned to roadway segment i and have triggered a deficiency per the Concurrency Management System;

SV Increase = Service volume increase provided by the eligible improvement to roadway segment i;

Cost = Adjusted cost of the improvement to segment i. Cost shall be based on the most recent cost and market data and shall include all improvements and associated costs, such as design, right-of-way acquisition, stormwater ponds, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred;

Impact Fee Credits = Used where applicable. More specifically, impact fee credits for the proportionate share obligation will be determined when the transportation impact fee

obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced based on the Proportionate Share Agreement as they become due, according to this Code. If the applicant's proportionate share obligation is less than the development's anticipated road impact fee for the specific stage or phase of the development under review, then the applicant or its successor must pay the remaining impact fee amount to the City pursuant to the requirements of the impact fee code. Any impact fee paid in excess of the impact fee obligation for the proposed development may be applied to the calculated proportionate-share amount.

D. *For the purposes of determining proportionate-share obligations, the Land Use Administrator shall determine improvement costs based upon the projected future cost of the improvement, as obtained from the Capital Improvement Program or another method approved by the Land Use Administrator. Cost for Florida Department of Transportation facilities shall be based upon Florida Department of Transportation cost estimates.*

E. *The City may accept rights-of-way dedication for all, or a portion of, the proportionate share payment. Credit for the dedication of the non-site related right-of-way shall be assigned a value by Land Use Administrator or, at the option of the applicant, by market value established by an independent appraisal approved by the Land Use Administrator prepared at no expense to the City.*

1. *At the option of the applicant, the reimbursement is to be based on either the assessed value of the proffered land, based on the most recent appraisal by the Flagler County Property Appraiser, or the market value of the land, as determined by a certified property appraiser hired and paid for by the applicant. If the latter option is chosen and the City rejects the applicant's appraisal, the City may hire and pay for a second appraiser to appraise the property. If either party rejects the second appraisal, a third appraisal may be performed by an appraiser chosen by the first and second appraisers, the costs of which are to be shared equally by the City and the applicant. The third appraisal is binding to both parties. All appraisals must be consistent with generally accepted appraisal techniques, and the date of valuation must be the proposed date of transfer to the City.*

2. *The applicant shall supply to the City, a survey and legal description of the land and a certificate of title search of the land at no expense to the City. If the estimated value of the right-of-way dedication proposed by the applicant is less than the City estimated total proportionate share obligation for that development, then the applicant shall also pay or provide for mitigation of the difference.*

7.07.06. Impact fee credit for proportionate share mitigation.

A. Transportation impact fees shall be applied as a credit against proportionate share mitigation only if the proposed improvement is on the list of approved projects in the current 5-year Capital Improvement Program, or as amended by the next regular update, or in the first five years of the current 10-year Capital Improvement Program and the City's impact fee program. Credits may also be given to proposed improvement that will be incorporated into the next, or following, 5-year Capital Improvement Program. Impact fee credits shall be calculated at the same time as the applicant's proportionate-share obligation is calculated.

B. Any transportation impact fee credit based upon proportionate share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the City.

7.07.07. *Appropriation of share revenues.*

A. Proportionate share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the Capital Improvement Program.

B. In the event a scheduled facility improvement is removed from the Capital Improvement Program, then the revenues collected for its construction may be applied toward the construction of another improvement within that same corridor that would mitigate the impacts of development.

7.07.08. *Additional programs.* The City may utilize any program relating to concurrency as may be permitted by state law.

(Ord. No. 2009-26, § 45, 12-15-09)

Footnotes:

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Editor's note— Ord. No. 2018-24 , § 2, adopted Nov. 6, 2018, repealed ch. 9 and enacted new provisions to read as herein set out. Former ch. 9, §§ 9.01—9.07, pertained to similar subject matter, and derived from Ord. No. 2009-26, §§ 46—48, adopted Dec. 15, 2009.

Sec. 9.01. - General provisions.

9.01.01. *Purpose and intent.* The purpose of this section is to set forth engineering design regulations for residential and nonresidential uses as required in this Land Development Code. This section sets forth uniform regulations, requirements, and procedures to protect the health, safety, and welfare of the citizens and to assure quality of life to the citizens of the City. The Land Use Administrator may adopt technical manuals that relate to technical requirements pertaining to the City's water, wastewater, reclaimed water, drainage, street, and other systems.

9.01.02. *Applicability.* The design and construction requirements shall apply to:

A. Nonresidential and residential subdivision projects (applies to subdivisions with private or public roadway dedications);

B. Nonresidential and residential construction projects; and

C. City and other public agency owned projects.

9.01.03. *General requirements.*

A. *Utility lines.*

1. Utility lines for all new development projects shall be installed underground. Switchgear, pumps, transformers, and other appurtenances shall be allowed aboveground, but shall be shielded with landscaping as required in this Land Development Code. Connections from distribution lines, mains, and collectors in the public or utility rights-of-way or easements shall be placed underground.

2. All redevelopment projects shall relocate existing on-site overhead utility lines underground, within project limits. The Land Use Administrator may allow exceptions to this requirement if it is determined that such relocation is not feasible based upon the unique configuration of the real property.

3. For all new private and public development projects, underground communications conduit(s) shall be installed in accordance with City standards.

B. *Traffic control devices.* All traffic control devices shall meet the more stringent requirements of all of the following using the latest edition or publication: 1) the Manual on Uniform Traffic Control Devices, 2) Florida Department of Transportation Standard Technical Specifications for Road and Bridge Construction, 3) Florida Highway Administration Standard Highway Signs, and 4) Florida Department of Transportation Traffic Engineering Manual.

9.01.04. *Construction plans submittal requirements.*

A. Construction Plans and Calculations shall be prepared, signed, and sealed by a Florida Licensed Professional Engineer or other Licensed Professional qualified in the appropriate field for which the Construction Plans and Calculations are prepared. Plans and calculations shall be submitted for review in accordance with the City's Development Review Process.

B. The City shall establish submittal checklists relating to the required contents of all Development Review submittals. The checklists shall establish minimum requirements for the contents of Construction Plan and Design Document submittals. Additional information may be requested if

the City believes the information is reasonably necessary in support of drainage analysis; including maps, charts, tables, graphs, photographs, narrative descriptions, additional calculations, explanations, and citations to support references as deemed appropriate to communicate the required information for reasonable evaluation of the site.

C. Grading and drainage plans shall include existing and proposed contours at one-foot (min.) intervals with spot elevations as needed for clarity and to adequately depict drainage patterns.

D. Topographic survey for half of right-of-way adjacent to project for full length of frontage, including existing driveways and right-of-way intersections within 100 feet of site, showing drainage structures, signage, and utilities.

E. Section views of all proposed retention/detention ponds, swales, berms, etc. showing 25-year stormwater elevation and top of bank elevation.

F. Construction details for all proposed manholes, inlets, and other stormwater control structures.

G. Location, size, length, and elevations of all proposed piping systems and related control structures.

H. Erosion control plans shall be on a separate sheet with existing and proposed contours.

I. Legends shown with all abbreviations and symbols identified.

J. Copies of permits from all regulatory agencies having jurisdiction over the project (prior to commencement of construction).

K. Phasing of development. The phasing of development is allowed as part of approval of a site plan or a Subdivision Preliminary Plat in accordance with the following standards:

1. Phasing of approved development shall be in keeping with an approved phasing plat that shows phase boundaries and describes included development and improvements.

2. Each phase shall be designed and constructed to include all improvements and other aspects of development necessary to meet all requirements of the Code and all other applicable regulations. Each phase shall require a site development permit.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.02. - Platting requirements.

9.02.01. *Purpose.* The purpose of this section is to establish requirements for the subdivision of land in the City and to ensure compliance with F.S. Ch. 177 .

9.02.02. *Subdivision design standards.* In addition to the requirements stated in other sections of this Code, subdivisions shall be designed according to the following:

A. *Lots.* All lots shall conform to the dimensional, yard, and building setback requirements of the applicable zoning district development standards. In addition, the following requirements shall apply:

1. *Width.* Lots fronting on a curve (ie. cul de sac) shall have a minimum street frontage of 20 feet. The minimum lot width shall be measured at the front setback line. Corner lots shall be 15 percent greater in width than the minimum required width of interior lots.

2. *Depth.*

a. Corner lots shall be deep enough to accommodate the two required front yard setbacks.

b. Flag lots are prohibited.

3. *Orientation.* Residential lots shall be designed so vehicular ingress and egress to/from those individual lots is not provided from abutting limited access roadways or arterials.

B. *Permanent reference markers.* A registered land surveyor shall install permanent reference monuments, permanent control points, and state plane coordinates in accordance with State laws and professional standards. These must be inspected by the second party surveyor to certify they have been set in the field prior to final plat approval or recording of the mylar.

9.02.03. *Easements.*

A. *Drainage easements.*

1. Drainage easements of a width required for conveying and maintaining an adequate storm drainage system shall be provided. Minimum width for piped systems shall be 10 feet plus the pipe diameter plus 2 feet for each foot of depth below grade to the bottom of the pipe, and 15 feet for open channels plus channel width, measured from top of bank to top of bank. Where deemed necessary by the Land Use Administrator or designee, additional easements and increased width may be required along waterways, natural watercourses, canals, and drainage ways.

2. Whenever a subdivision lies wholly or partly in any area for which the City has adopted a drainage plan, and is traversed by a natural or designed watercourse for which such plan requires a drainage easement or right-of-way, such easement or right-of-way shall be set forth on the preliminary and final plat and shall be dedicated to the City for public use.

B. [*Stormwater storage facilities.*] Stormwater storage facilities shall be constructed to provide adequate access for maintenance. An access and maintenance easement of ten feet around the perimeter of wet ponds and five feet around the perimeter of dry ponds, measured from top of bank, shall be provided for detention facilities. Maximum grade for maintenance easement shall be ten percent. Easements for stormwater facilities shall be given to the City. The City may but is not obligated to inspect and maintain the facility and bill the development for the work done. Stormwater management facilities, as defined, such as ponds, lakes are prohibited to be included in a platted lot.

C. [*Stormwater management systems.*] Stormwater management systems must be designed to accommodate maintenance equipment access and to facilitate regular operational maintenance (such as underdrain replacement, unclogging filters, sediment removal, mowing, and vegetation control).

D. *Utility easements.* Utility easements for both underground and aboveground facilities shall be provided where required by the Land Use Administrator. Such easements shall have a minimum width of ten feet and shall normally be laid out on property lines. In all cases, such easements shall be dedicated to the perpetual use of the public. Where lots abut along a common property line, the easement may be centered along said common property line.

E. *Pedestrian paths and sidewalk easements.* Pedestrian easements or walkways shall be provided through the interior of lots where such easements are required by the Land Use Administrator. Pedestrian easements shall be at least eight feet wide, or walkway width plus two feet, whichever is greater, and shall be laid out along the side or rear property lines. In all cases, such easements shall be dedicated to the perpetual use of the public.

F. *Private easements.* Private easements (or spite strips) between the road and the subdivision boundary or between subdivision boundaries shall not be permitted unless conditions are established under which the adjacent parcel can be connected to the road or adjacent property.

G. *Easements and right-of-way maintenance.* The City will maintain only those easements, rights-of-way, and public sites which it accepts for maintenance.

H. *Vacation of easements.* An easement may be vacated by a replat of the plat in which the easement was dedicated, or via a resolution of the City Council, based on the best interests of

the public. The only easements eligible for vacation by resolution are easements which have been previously dedicated and accepted, such as with the approval of a plat. The applicant must submit recommendation letters from utility companies; and a survey and legal description of the area to be vacated; and must show that the easement should be vacated due to utility reroute, non-use of the easement, or that the easement is no longer needed for public purposes. The City can vacate only "public" easements located within the City which are dedicated to the City or to the public. Upon receipt of a vacation request, the City Clerk will publish a notice of public hearing, and shall notify property owners within the block where the easement is located of the public hearing by certified mail, return receipt requested. In addition, the applicant must post the notice at each end of the easement to be vacated, not less than 14 days prior to the public hearing. An affidavit of proof of posting must be submitted to the City Clerk not less than seven days prior to the hearing.

9.02.04. *Plat approval.* Prior to the City approval of a final plat, the developer must submit all required documents, recording costs, fees and provide a cost estimate as outlined in 9.02.05.A.1.

9.02.05. *Surety for subdivisions and site plan construction projects.* To ensure completion of public infrastructure improvements that are required as part of an approved site plan or final plat (E.g., streets, sidewalks, stormwater management facilities, potable water facilities, wastewater facilities, and streetlights), the developer shall execute performance and maintenance sureties that guarantee the required improvements against all defects in workmanship and materials, including failure to construct or to continue to construct in accordance with approved plans and specifications.

A. *Performance surety.*

1. *Plat and site plan performance surety amount.* A plat or site plan surety must be in the form of a cash bond, performance bond, or irrevocable letter of credit. The cost estimate amount of the surety shall be based on 120 percent of the sum of the following costs, as certified under seal by the project engineer of record:

   a. Required subdivision infrastructure improvements costs.

   b. Costs of all required improvements relating to road right-of-way.

   c. Costs of all required off-site infrastructure improvements.

   The amount of surety is subject to approval by the Land Use Administrator.

2. *Performance surety release.* The performance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release.

B. *Maintenance surety.*

1. *Plats and site plans with public improvements maintenance surety.* A maintenance surety for public improvements shall be submitted upon release of the performance surety. The maintenance surety provides a guarantee that the required improvements were completed without defects in workmanship and materials. The term of this guarantee shall be one year from the date of acceptance, unless the Land Use Administrator specifies a longer time frame.

2. *Maintenance surety amount.* The amount of the maintenance surety shall be based on 20 percent of the entire actual/present day costs of construction, including the costs of materials and labor for installing the required public infrastructure improvements. Actual costs for installing required public infrastructure improvements shall be itemized by improvement type as certified under seal by the project engineer of record, and subject to approval by the Land Use Administrator.

3. *Maintenance surety release.* The maintenance surety will remain in full effect until action is initiated in writing by the applicant and action has been taken by the city for the release.

9.02.06. *Compliance with design requirements.* All land development improvements shall comply with all the requirements of this Land Development Code, including those which contain design and construction information for the following:

A. Horizontal and vertical dimensional design requirements.

B. Roadway, parking, and vehicle access ways.

C. Pedestrian pathways, sidewalks, and recreational trails.

D. Storm drainage, potable water, reclaimed water, and sanitary sewer infrastructure improvements.

E. Clearing, earthwork, and grading.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.03. - Construction and inspection requirements.

9.03.01. *Purpose.*

A. The purpose of this section is to establish requirements for the inspection of the construction of all site development improvements on both residential and non-residential projects. The construction inspection procedures set forth in this chapter and in the City Technical Standards Manual ensure conformity of construction with approved development orders, this Land Development Code, and any conditions of approval.

B. Separate construction inspection requirements for water and sewer improvements are established in Part II of this chapter. Inspections shall be performed as required by the Land Use Administrator.

9.03.02. *Commencement of construction.* Commencement of construction or disturbance of land of any type is prohibited unless:

A. A final development order is issued in conjunction with a site development permit or applicable building permits;

B. All requisite federal, state, county, and City site work permits for the project are obtained. Certification by the engineer of record, along with copies of all required permits, may be required by the Land Use Administrator.

C. A preconstruction meeting for the project is scheduled and held with the City, unless deemed unnecessary by the Land Use Administrator.

9.03.03. Commencement of construction on early start residential projects (as covered under F.S. 177.073) and/or early start nonresidential projects is prohibited unless:

A. A final development order is issued in conjunction with an early start site development permit.

B. FEDP water certification or partial certification for the project are obtained. Certification by the engineer of record is required.

C. All required city related checklist items are obtained.

9.03.04. *Types of inspections.*

A. The following construction inspections shall be held during the course of the construction of the project infrastructure:

1. Scheduled mandatory key checkpoint inspections.

2. Scheduled or requested minor inspections and field conferences.

3. Unscheduled site visits and inspections.
4. Stormwater Pollution Prevention Plan (SWPPP) Inspections.
5. All other inspections required by the governing contract for a specific project.
6. Scheduled final inspection for punch list work.
7. Scheduled re-inspection of punch list work.
8. Scheduled final inspection walkthrough, as required prior to the developer submitting a request for the following:
    a. Release of surety and acceptance by City of a maintenance bond.
    b. Acknowledgement of completion of required subdivision improvements to allow final plat recordation.
    c. Acceptance of roadways dedicated to the City.

9.03.05. *Privately owned bridges.* Privately owned bridges shall meet the design, construction, inspection, maintenance, and reporting criteria in accordance with the Florida Department of Transportation and federal standards.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.04. - Stormwater management requirements.

9.04.01. *Purpose.* The purposes of the stormwater management requirements are:

A. To provide for design criteria and construction requirements to achieve effective stormwater management.

B. To minimize adverse impacts of land development and related construction activities to property, environmentally sensitive areas, water bodies, and other natural resources.

C. To improve the public health, safety, and welfare by providing for the safe and efficient capture and conveyance of stormwater runoff.

D. To encourage and facilitate urban water resources management techniques including, but not limited to, the retention/detention of stormwater runoff and the enhancement of the environment.

E. To promote low impact development alternative designs and prevent loss of life and/or property due to flooding.

9.04.02. *Activities requiring a permit.* A St. Johns River Water Management District Environmental Resource Permit (ERP) is required for construction, operation, and maintenance of a stormwater management system that serves a project meeting any of the following thresholds:

A. Any project in, on, or over wetlands or other surface waters;

B. A total of more than 4,000 square feet of impervious or semi-impervious surface area subject to vehicular traffic;

C. A total of more than 9,000 square feet of impervious and semi-impervious surface area;

D. A total project area of more than five acres;

E. A capability of impounding more than 40-acre-feet of water;

F. Any dam having a height of more than ten feet, as measured from the lowest elevation of the downstream toe to the dam crest;

G. Any project that is part of a larger common plan of development or sale;

H. Any dry storage facility storing ten or more vessels that is functionally associated with a boat launching area; and

I. Any modification or alteration of a project previously permitted under pt. IV of ch. 373 , F.S.

9.04.03. *Minimum design standards and performance criteria.*

A. Design and Performance Criteria for Stormwater Management Systems shall meet the requirements as outlined in St. Johns River Water Management District (SJRWMD) Regulations, contained in the Applicant's Handbook Volume II (AH Vol II).

B. The Stormwater Management Plan shall, at a minimum, address the following:

1. Impacts to adjacent and downstream stormwater collection, conveyance, and storage systems resulting from increased runoff rate and/or volume from the project site.

2. Impacts to adjacent and upstream runoff contributing areas that may be hydrologically or hydraulically connected to the project.

3. Impacts to adjacent and downstream areas resulting from sediments and other pollutants that may be carried by stormwater runoff during and after construction.

4. Impacts to "Special Flood Hazard Areas" or "Volume Sensitive" areas associated with the project.

C. Stormwater Treatment and Attenuation.

1. Projects that discharge runoff to downstream areas that are not volume sensitive and have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood levels shall limit developed peak runoff rates to pre-developed runoff rates for the five-year, 24-hour and 25-year, 24-hour design storm events.

2. Projects that discharge runoff to downstream areas that are volume sensitive or do not have adequate capacity to accept and convey stormwater runoff from the project site without increasing flood elevations shall provide detention for the 25-year, 96-hour discharge volume for developed conditions, such that the volume released from the project during the critical time period is not greater than the volume released during pre-developed conditions.

3. Projects that contribute to the City of Palm Coast Master Stormwater Management System, as defined in the Palm Coast Comprehensive Land Use Plan (CLUP) Volume 3, shall also be designed and constructed to limit developed runoff rates to pre-developed rates for the 100-year, 24-hour design storm event.

4. Projects that are constructed in phases shall meet the minimum design standards for each phase. No phase shall be dependent upon the construction of a future phase in order to meet these requirements.

5. Pond top of bank elevation shall be a minimum of twelve (12) inches above the maximum design storm elevation.

6. The Land Use Administrator (LUA) shall have the right to exempt any project from Section 9.04.03.C.1. and 2. above that discharges directly into the Intracoastal Waterway or Atlantic Ocean.

7. Stormwater system analysis shall include Pre-Development and Post-Development runoff hydrographs; routing the Post-Development runoff hydrographs through the stormwater storage system; and sizing of the storage system and discharge control structure(s) to meet the minimum requirements of this section. Stormwater discharge computations shall include storm frequency, storm duration, rainfall amount, rainfall distribution, hydrologic soil conditions, runoff coefficients, pond stage, storage, and discharge, changes in land use cover and slope conditions, off-site runoff contributing areas, time of concentration, tailwater

conditions, and any other changes in hydraulic, hydrologic, and topographic characteristics associated with the development.

8. Control devices that are designed to contain more than two-foot depth of water within the structure during the design storm and have openings greater than one-foot minimum dimension shall be restricted from public access.

9. All stormwater basin side slopes shall be stabilized by either vegetation or other biodegradable materials to minimize erosion and sedimentation of the basins.

10. Wet detention stormwater management systems shall provide a littoral zone in accordance with AH Vol II.

D. Soils Investigations.

1. A geotechnical report, prepared by a licensed engineer or other professional authorized to perform such work under Florida Statutes, shall be submitted for stormwater storage facilities, systems, or open channels used as a dry retention/detention facility designed to contain standing water for less than 72 hours after the occurrence of a rainfall event, or using infiltration to meet the requirements of this Code. The report shall contain a soil boring log, boring locations, and any parameters that may affect the design or recovery of the facility including, but not limited to: estimated seasonal high water table, hydraulic conductivity, and locations of confining layers.

2. For dry retention systems, soil borings shall be of sufficient depth to determine the wet season high water table and the permeability of the soils.

E. Water shall not be diverted into a natural buffer area for retention purposes where such water level change will adversely affect the health or survivability of retained trees.

F. It is presumed that the lowering of the water table for the purpose of constructing detention/retention basins and for the purpose of permanently protecting road construction does not conflict with this Land Development Code if all of the following are met:

1. The development is permitted by the St. Johns River Water Management District and the City;

2. The lowering of the water table has no adverse effect on wetlands and surface waters as defined in 62-340, F.A.C.; and

3. The lowering of the water table does not increase flows to the detriment of neighboring lands.

G. Where stormwater and other waters drain from lands outside the City, facilities within the City shall be designed in accordance with this Land Development Code, as if the entire area being drained was within the City.

9.04.04. *Limiting conditions.*

A. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems, and control structures during construction or siltation must be removed prior to final grading and stabilization.

B. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with Section 9.04.06. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management

practices as necessary, in accordance with Section 9.04.06. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

C. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to another responsible entity.

D. If the permitted stormwater management system was designed by a registered professional, within 15 days of providing the required as-built certification to the St. Johns River Water Management District, or 45 days after completion of the stormwater system (whichever occurs first), the permittee must submit to the City a copy of Water Management District Form No. 62-330.310 (1) (As Built Certification By a Registered Professional), signed and sealed by an appropriate professional registered in the State of Florida.

E. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

9.04.05. *Collection and conveyance.*

A. Stormwater collection and conveyance systems shall be designed, as a minimum, to convey runoff resulting from the ten-year, 24-hour storm event. Collector roadway cross drains shall also be designed to convey the ten-year, 24-hour storm event.

B. Temporary roadway flooding shall not exceed an elevation that would permit flood water encroachment of more than one-half of a travel lane at the lowest elevation on the centerline profile of a roadway for the 25-year, 24-hour storm. Full recovery and use of the roadway must be available at the end of the design storm event.

C. Stormwater systems serving parking lots, or other non-residential property, shall be designed to collect and convey all stormwater flows into and through the system without creating adverse impacts to adjacent properties. The system shall recover from temporary ponding such that use of the parking area is available at the end of the storm event.

D. Minimum allowable pipe size for stormwater systems located within the City of Palm Coast right-of-way shall be 15 inches.

E. Design storm frequency for open channels shall be as follows:

1. Local roadway swales and ditches; ten-year storm event.
2. Collector roadway swales and ditches; ten-year storm event.
3. Outfall ditches and canals; 25-year storm event.

9.04.06. *Erosion and sediment control.*

A. Erosion and sediment control Best Management Practices (BMPs) shall be used during construction to retain sediment and turbidity on-site. These management practices shall be designed and certified by an appropriate licensed professional experienced in the fields of soil conservation or sediment/turbidity control according to specific site conditions, and shall be shown on the plans for the stormwater management system. The Permittee shall have a licensed professional provide the contractor, as part of the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (SWPPP), information pertaining to the construction, operation, and maintenance of the erosion and sediment/turbidity control BMPs.

B. Best Management Practices shall be designed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (July 2013 or latest edition), and the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual (FDEP October 2018 or

latest edition), as both are amended, and shall be shown on the "Grading and Drainage Plan" or on a separate "Erosion Control Plan".

C. Any sedimentation leaving the site or impacting adjacent areas shall be halted immediately and the adjacent areas restored to pre-existing conditions. Restoration efforts shall be coordinated with FDEP or SJRWMD, as appropriate, to ensure that the restorative activities are consistent with the Statewide Environmental Resource Permitting (SWERP) rules.

D. All areas disturbed by authorized construction activities shall be sodded, hydro-seeded and mulched, or protected by other appropriate erosion control measures. Banks or berms having a 3:1 slope or steeper shall be sodded.

1. Within City ROW only sod shall be accepted along slopes.

E. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

F. Damage to private land, public rights-of-way, or other property shall be repaired prior to issuance of a certificate of occupancy or permit final. In case of damage to private property or to public rights-of-way, it shall be the joint and severable responsibilities of the permittee and contractor to make repairs as directed by the Land Use Administrator or designee.

9.04.07. *National Pollutant Discharge Elimination System Stormwater Program.*

A. The National Pollutant Discharge Elimination System (NPDES) Stormwater Program regulates construction activities that disturb one or more acres of land and discharge stormwater to surface waters of the state or into a Municipal Separate Storm Sewer System (MS4). An MS4 is a conveyance or system of conveyances such as roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains. If a project is less than one acre, but part of a larger common plan of development or sale that will ultimately disturb one or more acres, permit coverage is also required.

B. NPDES Construction Generic Permit (CGP).

1. The operator is ultimately responsible for obtaining permit coverage and implementing appropriate pollution prevention techniques to minimize erosion and sedimentation from stormwater discharges during construction. The operator is the entity with sufficient authority to ensure compliance with the permit requirements. Typically, the operator is the owner, developer, or general contractor.

2. For construction projects where the operator changes, the new operator should obtain permit coverage at least two days before assuming control of the project, and the previous operator should file an NPDES Stormwater Notice of Termination (FDEP Form 62-621.300[6]) within 14 days of relinquishing control of the project to a new operator. The previous operator must meet the conditions to terminate coverage in accordance with Part VIII of the CGP.

C. Obtaining Coverage under the CGP.

1. Obtain and carefully read the CGP (available online at the Florida Department of Environmental Protection Website).

2. Develop a site specific SWPPP.

3. Complete in its entirety the application or Notice of Intent (NOI) (FDEP Form 62-621.300[4][b]).

4. Submit the NOI with the appropriate processing fee to the NPDES Stormwater Notices Center (Do not submit plans or a copy of the SWPPP when applying for coverage).

5. Provide a copy of the SWPPP and approved NOI to the City of Palm Coast (MS4 Operator).
6. Operators seeking coverage under the CGP must apply for permit coverage at least two days before construction begins.

D. SWPPP contents.

1. The SWPPP must identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge associated with construction activity. In addition, the plan shall describe and ensure the implementation of BMPs that will be used to reduce the pollutants in stormwater discharge associated with construction activity and ensure compliance with the terms and conditions of the permit.
2. The SWPPP must be developed before an NOI is filed in order to receive CGP coverage, and must meet or exceed FDEP requirements. Also, beginning on the first day of construction activities, the SWPPP must be available at the location identified in the NOI.

   If the location on the NOI is not at the construction site, a copy shall be provided to the City as well as any inspection forms completed as part of the SWPPP.
3. A SWPPP should consist of a narrative and a site map. The CGP also requires a certification statement to be signed by the operator. The SWPPP must be developed and implemented for each construction site covered by the generic permit and must be prepared in accordance with good engineering practices.
4. The narrative report shall include a site description and, at a minimum, the following information about the site:
   a. Description of the construction activity;
   b. Intended sequence of major soil-disturbing activities;
   c. Total area of the site and total disturbance area;
   d. Description of the soils and estimate of the size of the drainage area for each discharge point;
   e. Latitude and longitude of each discharge point and the name of the receiving water for each discharge point; and
   f. Site map indicating drainage patterns and slopes, areas of soil disturbance, undisturbed areas, locations of BMPs, stabilization areas, surface waters/wetlands, and discharge points.
5. Each plan must include a description of the appropriate controls, BMPs, and measures that will be implemented at the construction site. The plan must clearly describe for each major soil-disturbing activity the appropriate control measures and the timing for implementing these measures.
6. The plan shall also identify and ensure the implementation of appropriate pollution prevention and treatment measures for non-stormwater components of the discharge.
7. The preparer of the SWPPP or responsible authority must sign and date the following certification statement as part of the SWPPP:

   "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for

submitting false information. These include the possibility of fine and imprisonment for knowing violations."

8. Contractor Certification Requirement: All contractors and subcontractors identified in the SWPPP, or those selected at a later date, must sign and date the following certification statement before conducting land disturbing activities on the site:

   "I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared there under."

9. A copy of the NOI or acknowledgment letter from FDEP confirming coverage must be posted at the construction site in a prominent place for viewing (such as alongside the building permit).

E. Retention of records. The permittee shall retain copies of the SWPPP and all reports required by the CGP, and records of all data used to complete the NOI to be covered by the CGP, for at least three years from the date that the site is finally stabilized. The permittee shall retain a copy of the SWPPP and all reports, records, and documentation required by the CGP at the construction site, or an appropriate alternative location as specified in the NOI, from the date of project initiation to the date of final stabilization.

F. Notice of termination (N.O.T.). Upon completion of the project and final stabilization, the permittee should submit a completed N.O.T. to the NPDES Stormwater Notices Center and the City of Palm Coast. The elimination of stormwater discharges associated with construction activity means that all disturbed soils at the site have been finally stabilized and temporary erosion and sediment control have been removed, or will be removed at an appropriate time.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.05. - Stormwater discharge pollutant control.

9.05.01. *Enforcement.*

A. All persons in violation of this regulation shall remedy such violations immediately. All persons in violation shall, in addition to all other required remedial actions, upon detection or written notification by the City, provide a written response outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. All such proposals for corrective action are subject to the approval of the Land Use Administrator.

B. The Land Use Administrator or designee is authorized to issue a notice of violation in the form of a written official notices hand delivered, sent by certified mail, and/or posted to the property to the person(s) believed to be responsible for the violation or the owner of the property from, or on which, the violation is believed to be occurring. Specific activities and operations may be ordered to cease based upon the following conditions:

   1. In a situation that may have a serious effect on the health, safety or welfare of the public or the environment, including the quality of stormwater in the City's MS4; or

   2. When irreversible or irreparable harm may result, in the reasonable opinion of the Land Use Administrator, and immediate cessation of the activity is necessary to protect the quality of the stormwater in the City's MS4, or to protect the public or the environment.

C. Should any person responsible for a violation of this regulation fail to take the remedial action as required by the City, the City shall take such remedial action, and all costs incurred by the City

shall be the responsibility of the person or persons responsible for the violation, and the City may record a lien against the personal and real property of the violator to recover said costs and to collect all fines and penalties imposed.

D. In addition to the remedies provided herein, the City may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this regulation. In addition, the City may also seek entry of a court order requiring restoration and mitigation of any impacted facilities, land or waters, and may request any other appropriate legal remedy, including reimbursement of court costs. The City shall be entitled to an award of attorney's fees in prosecuting such actions, together with all attorney's fees and costs on appeal.

E. Any fines or other funds received as a result of enforcement action under this regulation and which are not used for the specific purposes enumerated herein shall be deposited into the stormwater utility fund.

F. The City may also use the City's Code Enforcement process to enforce violations.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.06. - Land modification of platted residential lots.

9.06.01. *Clearing and earthwork.*

A. With proper permits, the City allows the modification of land for purposes such as grading, filling, excavation, unsuitable soils removal, and certain tree removal on vacant residential lots as set forth in Chapter 11, prior to the issuance of a building permit. The only exception is for vacant single-family residential property, where "vacant" is defined as land that is in a natural vegetated state, or land that has been cleared of such vegetation but contains no impervious area. Persons desiring to modify a residential lot prior to the issuance of a building permit must apply for and obtain a Right-of-Way Access and Lot Grading Permit, and shall be subject to the following general permit conditions:

1. The lot, if vacant of any structures, must be directly adjacent to a lot with a permitted structure and both lots shall be under the same ownership.
2. Prior to performing any work, a copy of the permit shall be posted on the site.
3. If wetlands or endangered species are discovered, additional requirements may be imposed by the City to protect natural resources.
4. A time limit of four months shall be allowed from the date the permit was issued until the work is completed. When the work is completed, a final inspection shall be requested by the applicant. If the work is not completed within four months, the City will monitor the site and may initiate code enforcement procedures. Passing the final inspection shall mean that the work is complete.
5. The owner shall preserve trees and vegetation in accordance with the tree preservation requirements set forth in Chapter 11.
6. After completion of the work, the owner of the property shall request a final inspection from the City, which will confirm if the clearing was completed in accordance with the permits.
7. Prior to the final inspection the following shall be completed:
   a. Swales shall be graded to the proper grade and cross section.
   b.

c. All disturbed areas of the site and public road right-of-way shall be stabilized with vegetation. All rights-of-way and any areas subject to erosion shall be sodded in accordance with the Florida Department of Transportation Design Standards.

d. All tree barricades, silt fences, and construction debris shall be removed from the site or adjacent sites, if present.

e. Repair of all road damage associated with permitted work shall be jointly and severally the responsibility of the property owner and permittee, and shall be completed prior to the completion or expiration of the permit.

f. Replacement trees, if required, shall be planted.

B. Vacant lots are exempt from this permit if the lot is only to be cleared by hand cutting of non-protected trees and removal of existing vegetation. This includes mitigation type mowing for wildfire control/mitigation. This exemption only pertains to platted single-family residential lots and not adjacent reserve parcels, unplatted lands, or stand-alone lots of any type.

9.06.02. *Construction on platted residential lots.*

A. Residential dwelling units, other structures, and surrounding site work on platted single-family residential lots, shall be designed and constructed in conformance with this Land Development Code. Property owners or their agents shall obtain a building permit from the City prior to the construction of any aboveground or underground structure.

B. In addition to a building permit, a Right-of-Way Access Permit shall be obtained from the City.

C. This article should be used in conjunction with all applicable sections of the City of Palm Coast's Technical Manual.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.07. - Utilities.

9.07.01. *Purpose.* The requirements and regulations contained in this section are established to ensure the adequate provision of potable water (water), fire protection/suppression, sanitary sewer (wastewater), and reclaimed water facilities necessary to:

A. Meet City level of service requirements;

B. Provide adequate service capacities for individual projects; and

C. Meet the requirements of other related codes and standards adopted by the federal, state, City, or regional agencies.

9.07.02. *General requirements.*

A. *Connection to the City utility system.* Unless specifically allowed otherwise herein, all water, fire protection/suppression, sanitary sewer, and reclaimed water improvements shall be designed to connect to the City's central utility systems.

B. *Construction standards.* The design and construction of facilities for providing water, fire protection/suppression, sanitary sewer, and reclaimed water shall comply with City standards and state regulations.

C. *Private potable wells.* The City will allow the use of individual potable water wells if approved by the St. Johns River Water Management District. However, for all new development that requires site plan or subdivision approval that is within one mile of central service, the development shall be required to connect to the central service. For development that does not require site plan or subdivision approval, the development shall be required to connect to the potable water system

if central service is available within 150 feet of the lot line. In the event that central service is not available in either instance, the development shall be required to connect within one year from the date that central service becomes available.

D. *Private non-potable wells.* Irrigation systems and swimming pools may be served by a separate private water supply system provided that no interconnection of any kind occurs between the private system and the public utility system, its water mains, the utility's water service line, the customer's water service line, a building's potable water plumbing pipes, or any pipe or line connection or extension, and then only if reclaimed water service is not available. If and when available on the property, reclaimed water shall be used for all appropriate uses. The design, permitting, construction, and use of this type of well shall comply with the most current regulations of the Flagler County Health Department, the Florida Department of Environmental Protection, and the St. Johns River Water Management District, as appropriate.

9.07.03. *Potable water system.*

A. *Conditions precedent to water services.*

1. Water service may be activated if all permit conditions of the Florida Department of Environmental Protection are completed and the water distribution system has been approved and accepted by the City.

2. Except where otherwise permitted, all new development shall connect to the City's potable water system. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.

B. *Required meters.*

1. All residential facilities shall have individual meters for each dwelling unit unless a master meter installation is approved by the City in a utility agreement.

2. The property owner shall keep meter sites readily accessible with a minimum four feet of clearance around the meter/backflow assembly for meter reading and maintenance.

C. *Water mains location/sizing.*

1. Trunk lines shall have a pipe diameter meeting minimum requirements for fire flow and user consumption based on Florida Department of Environmental Protection regulations and standard engineering practices. Water mains shall be located within a public right-of-way or within a corridor (private rights-of-way) approved by the Land Use Administrator. All mains to which fire hydrants are connected shall be a minimum of six inches in diameter and in conformance with National Fire Protection Association (NFPA) standards. In no case shall a water main be smaller than four inches. To the maximum extent feasible, distribution lines shall be located parallel to and behind the back of the curb or edge of the pavement. Water mains shall be located to minimize conflicts with other utilities and existing or proposed structures.

2. All new development service lines and appurtenances thereto shall be installed and all costs shall be paid by the applicant. Upon construction completion and acceptance of the system, it shall be the design engineer's responsibility to ensure that the system is properly certified and accepted by the Florida Department of Environmental Protection, and that certified "as-built" drawings, consisting of one signed and sealed set of plansare provided to the City in accordance with City standards. Under no circumstance shall the system be activated by anyone other than the Land Use Administrator.

D. *Booster pumps/fire protection systems.* It is prohibited and unlawful to modify or connect any booster pump or fire protection system to the City's potable water distribution system or to any water distribution system to which the City supplies water, except for consecutive public water systems, without the express written permission of the Land Use Administrator.

1. Any person planning to connect or modify any booster pump or fire protection system shall submit a detailed plan prepared by a Florida professional engineer to the Land Use Administrator for review and approval.

2. After submission of a detailed plan for connection or modification, the Land Use Administrator may approve the plan, with or without specified conditions or modifications, or reject the plan.

E. *Potable water backflow prevention devices.* All new construction shall have installed, on all potable water and fire prevention system lines, a backflow prevention device acceptable to Florida Department of Environmental Protection and of a size and design determined to be appropriate by the Land Use Administrator. All residential construction shall have a double-check device that shall be supplied and installed by the City at the owner's expense. All commercial lines two inches or smaller shall have a reduced pressure zone backflow preventer installed by the City at the owner's expense. All commercial or industrial construction lines larger than two inches shall have a reduced pressure zone backflow preventer or double-check detector/device (fire line only). The City approved device shall be installed at the owner's expense by a licensed contractor, inspected by the City, and certified by a licensed and certified backflow prevention technician or a certified City backflow prevention technician. All backflow prevention devices shall be installed and maintained in accordance with City standards.

F. *Fire line devices.* All fire line devices shall be installed and certified by a licensed fire protection contractor. The device shall be installed at a location determined by the Land Use Administrator. Where the device must be installed on private property, the location is subject to approval by the property owner. Backflow prevention devices on fire lines must be UL (Underwriters Laboratories) listed for fire protection systems. Backflow preventers shall be installed and maintained in accordance with City standards.

G. *Cross connections and interconnections.* It is unlawful for any person to cause a cross connection with the City's potable water system, reclaimed water system, wastewater system, or raw water system. All service connections shall comply with the City standards.

H. *Connection/temporary connection.*

1. The owner of each lot or parcel of land within the City proposed for occupancy for any use shall cause such building, structure, or use to be connected to the public water distribution system of the City, and shall use such facilities at the same time as a certificate of occupancy is issued, or sooner, with prior approval by the City.

2. For temporary connection to the City water system for construction not involving new lines, a metered connection to a fire hydrant may be permitted. The meter and backflow preventer shall be supplied by the City and the user must comply with City standards.

I. *Utility line extensions—Service line extensions.* Service line extension requests shall be submitted to the Land Use Administrator for approval. If approved, the applicant may proceed with the installation of the service line extension after coordinating installation with the Land Use Administrator. All costs associated with the utility line or service line extension shall be the applicant's responsibility. All work and connections shall be performed by a Florida licensed contractor licensed to perform underground utility work.

J. *Utility main extension reimbursement policy.*

1. Procedure for the utility main extension reimbursement policy. In the event that any person or developer is required by the City to extend water, sewer, or reclaimed water lines or increase line size to a size larger than the minimum line size required for that development's needs, that person or developer may request reimbursement for the additional cost of such extension or increased line size in accordance with the following procedures:

a. Engineering drawings and design calculations shall be submitted to the Land Use Administrator indicating the size and location of the proposed lines or the

appurtenances thereto. The submittal shall also include preliminary cost estimates showing the cost difference for construction of the proposed oversize main versus the cost for the minimum size main that would be required to serve the parcel or development in accordance with the City's design standards.

b. The Land Use Administrator shall review the entire submittal and shall make a determination of the eligibility of the proposal for reimbursement, based on the conformity of the proposed improvements with City standards and with the criteria established in Section 9.06.03.C.

c. The City may enter into an agreement for reimbursement with the person making the submittal based on a finding that the trunk line(s) and appurtenances thereto comply with City standards. The agreement between the City and the person or developer will, at a minimum, include timeframes and conditions of reimbursement. The trunk line(s) and appurtenances are required to be appropriately sized and located. Adequate water and sewer treatment plant capacity must exist for the area anticipated to be served.

9.07.04. *Sanitary sewer systems, industrial wastes, and low pressure effluent pumping system.*

A. *Conditions precedent to wastewater service.* Wastewater service will be available only after all permit conditions of the Florida Department of Environmental Protection are complied with and the wastewater collection system has been approved and accepted by the City.

B. *Wastewater connection required.*

1. Except where otherwise permitted, all new development shall connect to the City's sewer system, as required by state law. New development shall pay all impact, installation, and line extension fees prior to the issuance of building permits or the initiation of service.

2. If the City sewer system is available as defined by law, all existing development is required to connect within one year from the date of notice of system availability. The owner of the property shall pay for all connection impact, installation and line extension fees.

3. Upon agreement by the City, and approval of the Department of Health, connection to the City sewer system may be deferred until it is deemed in the public interest to make connection mandatory due to financial or public health considerations.

4. The City may refuse wastewater from any lot or parcel of land upon which there is located any institutional, commercial, or industrial plant, building, or premises that does not comply fully with City standards; or that does not utilize City water; or that does not supply proper metering of its wastewater.

5. The discharge of wastewater into the City sanitary sewer system from air conditioning/heating units is prohibited.

C. *Wastewater design and inspection.*

1. The developer shall install house or site service connections. Each property connected to the sanitary sewer system shall have a cleanout or manhole located at the property line for cleaning the service from the cleanout to the sanitary main.

2. It is prohibited and unlawful to enter the City sewer system or appurtenance thereto, or make any connections thereto without the approval of the Land Use Administrator. It is unlawful for any person to tap, cut, or in any way use any line, branch, or part of the City sewer collection or sewage treatment facilities without such approval.

3. The Land Use Administrator, as a condition of the City providing utility service, shall be permitted to enter upon all properties for the purpose of inspection, observations, measurement, sampling, and testing.

D. *Lift (pumping) stations.* All lift stations to be dedicated to the City for ownership and maintenance shall conform to the requirements of this section and City standards and shall be designed as submersible stations.

1. Prior to the construction of a lift station, the applicant's engineer shall submit construction drawings and design calculations for review and approval by the City.

2. All lift stations shall be dedicated by a fee simple interest conveyance to the City for ownership and maintenance responsibility, unless otherwise approved by the Land Use Administrator.

3. Lift station sites shall have unimpeded access for emergency maintenance vehicles and shall restrict access to the wet well, valve vault, and electric control panel to prevent entry by unauthorized individuals.

E. *Industrial waste pretreatment and disposal.*

1. Generators of industrial waste that are deposited into the City sanitary sewer shall comply with the pretreatment and disposal requirements of the City.

2. All users shall comply with Florida Department of Environmental Protection permit conditions and any other applicable federal and state regulations to which the Publicly Owned Treatment Works are subject.

3. All pretreatment and disposal systems and appurtenances shall be designed to meet all applicable requirements of the Florida Department of Environmental Protection, Flagler County Health Department, and the City, to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the proper functioning of the system or cause or contribute to the contamination of receiving waters or the atmosphere.

9.07.05. *On-site wastewater treatment/disposal systems.* On-site wastewater treatment may be permitted by the City only in the EST-1, EST-2, and AGR Districts and in conformity to this section.

A. *Permit required.* A septic tank permit shall be obtained from the Flagler County Health Department prior to the issuance of a building permit. However, a building permit shall not be issued for the construction of such facility unless consistent with the Comprehensive Plan and this Land Development Code.

B. *Design and performance standards.*

1. A copy of the permit received from the Flagler County Health Department and all related information or documentation shall be submitted to the City.

2. Individual wastewater treatment/disposal systems, such as septic tanks, shall be located in an area that can be incorporated into a central sewer system when available. Systems shall be constructed and operated to ensure that they, either on an individual or cumulative basis, will not adversely impact public health or natural resources or cause undue expense to the City.

3. On-site wastewater treatment is prohibited in areas served by centralized wastewater treatment. Where septic tank use is permitted, septic tank systems shall be installed in conformance with the Flagler County Health Department requirements. Development shall be prohibited unless an alternative on-site disposal system (e.g., package-type wastewater treatment plant) is determined by the Land Use Administrator to be sufficiently effective to prevent degradation of adjacent surface waters or groundwater by the Florida Department of Environmental Protection, Flagler County Health Department, and the City, and provisions for the plant's eventual retirement and connection of the development to the central sanitary sewer system are adequate and binding.

4. The installation of on-site sewage disposal and treatment systems on sites one acre or less is prohibited. Sites greater than one acre of contiguous upland area in areas designated as

Greenbelt on the City's Future Land Use Map that are served by municipal potable water service may be served by on-site sewage disposal systems if site environmental factors are appropriately addressed and the systems are installed in accordance with all applicable state and local regulations. If public potable water supply service is not available, the minimum site for the installation of on-site sewage disposal systems shall be two acres.

9.07.06. *Interim "package-type" wastewater treatment facilities.* The use of interim or package-type wastewater treatment facilities shall be subject to approval by the City Council based on an agreement that specifically provides for the eventual transition to City facilities. These facilities shall meet the following design and performance standards.

A. Small package-type wastewater treatment plants, as defined below, shall not be permitted in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water or other natural resources (e.g., groundwater aquifers and surface water systems), unless the plant's owner provides sufficient financial resources or surety for the City to assume responsibility for operating and maintaining the collection, treatment, and effluent disposal components in compliance with regulatory requirements and standards. The following minimum criteria and procedures shall be adhered to in the implementation of this Code:

1. Small package-type wastewater treatment plants are defined as prefabricated and component assembled plants of 100,000 gallons or less per day of treatment capacity, or any plant which is considered or identified to be of an interim nature.

2. The location and siting of such facilities shall be limited to areas where improperly treated effluent shall not adversely impact the quality of regional water resources by lateral surface/subsurface flow or by percolation.

3. Existing package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to be operated if the facility is being properly operated and maintained and wastewater treatment and effluent standards are continually being met.

4. Measures shall be undertaken to assure the provision of financial resources by wastewater treatment plant owners to adequately cover the costs of rehabilitating, operating, and maintaining each wastewater treatment and disposal facility, and of connection to regional facilities, if applicable, at the appropriate time.

B. Interim or package-type wastewater treatment facilities shall connect to the municipal sanitary sewer system when the access to the system becomes available. The following criteria and procedures shall be adhered to in the implementation of this standard:

1. Package-type or interim wastewater treatment plants currently meeting treatment and effluent quality standards may continue to operate if:

   a. The facility is properly operated and maintained and wastewater treatment and effluent standards are satisfactorily met; and

   b. The facility is phased out at the option of the City, without cost to the City, and connected to the City system when sufficient capacity is available.

2. When a private facility is phased out and connected to the City sewer system, all costs of connection to the central system and discontinuing the interim use is the obligation of the owner of the private facility.

C. Where soil conditions permit, an interim package treatment plant may be permitted if:

1. Sewer lines and lift stations are constructed to City standards;

2. Impact fees for future connections to the City system are paid or a surety is provided; and

3. The developer agrees to discontinue operation of the package plant and connect to the City system, when available.

D. Existing development with central wastewater treatment shall connect to the City system as soon as possible after the City system is available or if the existing system is found to have deficiencies that are likely to create a serious health or pollution problem. Property owners shall pay the impact fee and connection fee then in effect.

9.07.07. *Reclaimed water systems.* Reclaimed water system construction and materials shall comply with City standards.

A. *Conditions precedent to reclaimed water services.* Reclaimed water service shall be activated only after all permit conditions of the Florida Department of Environmental Protection are completed and the reclaimed water distribution system has been approved and accepted by the City.

B. *Compliance with state regulations.* In the operation and use of the City's reclaimed water system, the City and all users shall at all times comply with all applicable regulations of the Florida Department of Environmental Protection relative to the reuse of reclaimed water.

C. *Design and performance standards.* All reclaimed water systems shall meet applicable requirements of the Florida Department of Environmental Protection and the City.

D. *Connection permit required.* It is prohibited and unlawful to connect to any public reclaimed water main or appurtenance without prior approval from the Land Use Administrator and the acquisition of all required state and local permits.

E. *Reclaimed water lines.* All new developments shall provide a reclaimed water system for irrigation purposes, unless otherwise approved by the Land Use Administrator.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 9.08. - Outdoor lighting requirements.

9.08.01. *Purpose.* This section provides specific development requirements to regulate outdoor lighting in order to provide for sufficient lighting levels to meet use needs, but to reduce or prevent light pollution and light disturbance. Reducing or preventing light pollution means, to the extent reasonably possible, ensuring the reduction or prevention of glare and light trespass, the conservation of energy and the promotion of safety and security.

9.08.02. *Approved materials and methods of installation.* The provisions of this section are not intended to prevent the use of any material or method of installation not specifically proscribed by this section, if any such alternate has been specifically approved. The Land Use Administrator may approve any such alternate if the proposed design, material, or method:

A. Provides approximate equivalence to the specific requirements of this section; or

B. Is otherwise satisfactory and complies with the intent of this section.

9.08.03. *Shielding and filtering.* All outdoor light fixtures shall be fully shielded as required in this section. All outdoor light fixtures required to be filtered by this section shall have glass, acrylic, or translucent enclosures (quartz glass does not meet this requirement).

9.08.04. *Requirements for shielding and filtering.* The requirements for shielding and filtering light emissions from outdoor light fixtures are set forth in the following table:

Table 9-1: Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered
Low Pressure Sodium	None	None
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent Greater than 160 W	Fully	None
Incandescent 160 W or less	None	None
Mercury Vapor	Not permitted	Not permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

9.08.05. *Parking lot lighting.* General exterior lighting shall provide adequate illumination to safely guide vehicles and pedestrians into, out of, and within a site, and deter vandalism. Exterior lighting sources shall render colors faithfully so that pedestrians and vehicle operators are able to distinguish colors and differentiate objects within their field of vision and be arranged so as to eliminate on-site glare and spillover onto adjacent properties, public streets, and highways.

A. *Plan required.* An illumination plan prepared by a Florida licensed professional engineer and/or certified professional with expertise in the field of illumination shall be submitted for each parking facility. Each parking facility shall meet the pedestrian security requirements as set forth in Section 4 of IESNA - RP-20-14 Lighting for Parking Facilities, 2014 or current edition. Such plan shall comply with all requirements as outlined in this section.

B. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if determined to provide an equivalent public benefit.

C. *Shielding requirement.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

D. *Design requirement.*

1. The maximum height of light poles in areas other than pedestrian areas shall be 35 feet, including the base. Light poles exceeding 35 feet in height shall not be allowed unless approved through a special exception use order or development agreement. For pedestrian areas, the maximum height of a light pole shall be 16 feet, including the base.
2. Fixtures shall be designed as integral design elements that complement the design of a development through style or by blending into the landscape material. Bright colors such as primary and secondary colors including, but not limited to, white, are prohibited for light pole uses.
3. Light poles shall not be placed in required parking lot landscape islands of less than 500 square feet or anywhere else on the site where they will conflict with existing or proposed shade trees. Light pole locations shall be depicted on all sets of site plans to ensure no conflicts between utilities and landscaping.
4. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.06. *Roadways.* All new development abutting or containing public or private roadways shall provide street lighting within those roadways meeting the following requirements:

A. *Installation.* All infrastructure associated with lighting shall be installed; including, but not limited to, pole boxes, conduits, etc.; concurrent with the development.

B. *Plan required.* An illumination plan prepared by an expert in the field of illumination shall be submitted for each roadway segment that is adjacent to the proposed development and required by the Land Use Administrator to be illuminated. The illumination requirements for roadway facilities shall meet the more stringent standards set forth in American National Standards Institute, Illuminating Engineering Society of North America (ANSI/IESNA) RP-8-00 (R2005) and Florida Department of Transportation Standards (latest editions). Such plan shall comply with all requirements as outlined in this section.

C. *Full cutoff light fixtures.* Luminaires shall be designed to ensure that no candela occurs at or above an angle of 90 degrees above the horizontal plane (nadir). This applies to all lateral angles around the luminaire. Such candela information shall be determined by a photometric test report (plan) from the lighting contractor. Any structural part of the luminary for all types of lighting providing cutoff angle shielding shall be permanently attached, except that accent uplighting for trees and building walls may be allowed to exceed the 90-degree angle plane, subject to review and approval by the Land Use Administrator if the lighting is determined to provide an equivalent public benefit. All light fixtures shall be standard fixture types as determined by the City.

D. *Shielding requirements.* Lighting shall be designed to prevent direct glare, light spillage, and hazardous interference with automotive, aircraft, and pedestrian traffic on adjacent streets and on all adjacent properties.

E. *Design requirements.*

1. Light pole locations shall be depicted on all sets of the plans to ensure that no conflicts exist between proposed utilities and proposed landscaping.
2. Full lighting details shall be supplied for light fixtures (to include lumens and wattage), poles, and photometric plans.

9.08.07. *Prohibitions.*

A. *Outdoor building, landscaping, and signs.* The unshielded outdoor illumination of any building or landscaping is prohibited except for incandescent fixtures with lamps of 100 watts or less.

B. *Mercury vapor.* The installation of mercury vapor fixtures is prohibited.

9.08.08. *Exemptions.*

A. *Nonconforming fixtures.* Outdoor light fixtures installed prior to August 19, 2008 are exempt from the provisions of this section; provided, however, that no change in use, replacement, structural alteration, or restoration of outdoor light fixtures may be made unless it thereafter conforms to the provisions of this section.

B. *Ornamental lighting.* Ornamental street lighting is exempt from the provisions of this section and is a permitted lighting installation.

C. *Construction and emergency lighting.* Lighting necessary for construction or emergencies is exempt from the provisions of this section if temporary and discontinued immediately upon the completion of the construction work or abatement of the emergency necessitating said lighting.

D. *Searchlights.* The use of searchlights is prohibited unless a permit specifying conditions is issued by the Land Use Administrator.

E. *Request for exemption.* Any person may submit a written request for an exemption from the requirements of this section. The request for exemption shall be submitted in writing to the Land Use Administrator and shall contain the following information:

1. Specific exemption requested.
2. Type and use of exterior light involved.
3. Duration of time for requested exemption.
4. Type of lamp and calculated lumens.
5. Total wattage of lamp or lamps.
6. Sketch to scale showing location of proposed exterior light.
7. Previous exemptions granted, if any.
8. Physical size of exterior light and type of shielding provided.
9. Any additional information required to make a reasonable evaluation of the request for exemption.

(Ord. No. 2018-24 , § 2, 11-6-18)

Sec. 10.01. - Wetland Resources.

10.01.01. *Purpose and intent.* The purpose of this section is to ensure the protection of high-quality wetland systems in a manner consistent with the resource protection guidelines adopted in the City's Comprehensive Plan and existing state regulatory standards. In addition, it is the City's intent to maintain the sustainability of high-quality wetland corridors.

10.01.02. *Exempt activities.* The following activities or uses within wetlands or required upland buffers adjacent to wetlands are exempt from the provisions of this section:

A. Construction of single-family residential units within existing, recorded subdivisions where adjoining street and drainage improvements have been constructed.

B. Construction of hiking trails, walking paths, observation decks, and other similar facilities related to passive recreational activities.

C. Manual clearing with hand tools of vegetation (no stump removal or soil disturbance) from an area of less than ten percent of a wetland or required upland buffers adjacent to a wetland located on a single parcel. Utilizing this exemption does not relieve the applicant from meeting all applicable regulations listed in Chapter 11.

D. Bona fide agricultural uses that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

E. Bona fide fire line control activities that follow best management practices established by the Florida Department of Agriculture and Consumer Services.

F. Silviculture activities, which follow the best management practices, outlined in the publication entitled, "Silviculture Best Management Practices Manual", Florida Department of Agriculture and Consumer Services, Division of Forestry and as outlined in Chapter 62-330.0511 FAC, as amended.

G. Bona fide, approved, mosquito control activities conducted by a government-approved agency provided it is in strict conformity with the requirements as set forth in F.S. chs. 482 and 487 , and Rules 5E-2 and 5E-9, Florida Administrative Code.

H. Utility facilities including crossings, easements, or rights-of-way that are related to generation, distribution, collection, transmission, or conveyance of the utility service to its customers.

I. Custodial maintenance activities of stormwater management systems.

J. Authorized activities with approved Florida Department of Environmental Protection, St. Johns River Water Management District, or US Army Corps of Engineers permit(s) for wetland restoration, enhancement, monitoring, or mitigation activities.

K. The installation of driveways to single-family residential units within existing recorded subdivisions where wetland crossings provide the only physical or legal access point, and provided that the wetland crossing maintains the existing wetland hydrologic connections and that best management practices are in place during construction activities to minimize wetland impacts.

L. Activities qualifying for and obtaining a Notice of General Permit through the joint environmental resource permitting application are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

M. Wetland impacts associated with access to a permissible use or a linear project if an alternative analysis for avoidance and minimization has been approved. This exemption also applies to Florida Department of Transportation public transportation projects.

N. Activities that qualify for and obtain a State Programmatic General Permit (federal authorization delegated to the state) are considered de minimis alterations and not subject to the permitting or buffering requirements of this LDC.

O. Activities determined to be de minimis under the Florida Statutes.

10.01.03. *Wetland identification.*

A. *Methodology.* Wetlands shall be delineated pursuant to the methodology contained in the Florida Administrative Code Chapter 62-340 or the Pre-Henderson Wetland Delineation Methodology (F.S. § 373.421 (7)). Wetlands may consist of, but are not limited to, forested swamps, sloughs, freshwater and tidal marshes, and wet prairies.

B. *Exempt from regulation.* This section shall not be construed to regulate roadside ditches, conveyance swales, utility related drainage features, or stormwater management systems.

C. *Qualifications for wetland delineation.* All state jurisdictional wetlands shall be field delineated by a Qualified Environmental Professional and surveyed by a Florida registered land surveyor for illustration on all plans submitted to the City for subdivision, site plan review, or rezoning applications.

10.01.04. *Measures to avoid or minimize wetland impacts.* The applicant must consider practicable design modifications that will reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of failing to implement the stormwater management system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification that is not technically capable of being constructed, or is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a stormwater management system cannot cause a net adverse impact on wetland functions and other surface water functions, unless it is offset by mitigation in accordance with the requirements established by state law.

10.01.05. *Wetland impact report required.*

A. Except as otherwise provided herein, the applicant shall demonstrate consistency with the category requirements in Table 10-1 as follows:

Table 10-1: Wetland Impact Analysis Report Requirements

Requirement in Application Package	**Optimal Wetland**	**Moderate** Wetland (1)	**Minimal** Wetland (1)
Wetland Impact Analysis	YES	YES	YES
Alternatives analysis for avoidance and minimization	YES	YES	NO
Assurance of 'no net loss of wetland functions' for the wetland system(s) located on the project site	YES	NO	NO
Compensatory mitigation within the City's geographic boundary is preferred. However, mitigation shall occur within the same hydrologic basin per St. Johns River Water Management District, or as consistent with the Florida Administrative Code (2)	YES	YES	YES
A copy of all requisite federal and/or state wetland permits	YES	YES	YES

(1) Wetland Impacts regulated by St. Johns River Water Management District, the Florida Department of Environmental Protection, or Army Corp of Engineers

(2) In accordance with F.S. § 373.4135 , as amended, the City shall not deny the use of a mitigation bank or off-site regional mitigation due to its location outside of City jurisdiction.

B. Category wetlands are described as follows:

1. *Optimal wetlands*—Named wetland systems associated with surface water bodies and/or a wetland quality assessment methodology score between 0.71 and 1.0.

2. *Moderate wetlands*—Wetland quality assessment methodology score between 0.41 and 0.70

3. *Minimal wetlands*—Wetland quality assessment methodology score between 0.0 and 0.40

10.01.06. *Submittal requirements for wetland impact analysis report.* The City shall require a wetland impact analysis report for projects that are proposed to impact state jurisdictional wetlands. The wetland impact analysis report shall be submitted during the subdivision and site plan process for evaluation. The wetland impact analysis report shall be completed by a Florida qualified environmental professional and shall include, but not be limited to:

A. A description of all waterbodies, watercourses, and wetlands on-site and a general description of wetlands immediately adjacent to the site to allow an assessment of wetland impacts.

B. A map of the entire contiguous natural systems including the on-site wetland systems, based on the Florida Land Use Cover Classification System.

C. The existing environmental, soil, and hydrologic conditions of the site.

D. The proposed wetland impact site to be evaluated pursuant to the City's wetland quality assessment methodology. If the results of the wetland quality assessment methodology are deemed unsatisfactory by City staff, the City may require, at the applicant's expense, an additional wetland quality assessment methodology from another qualified environmental professional.

E. A map or site plan depicting on-site wetlands, wetlands proposed for impacts, roads, easements, stormwater facilities, buffers, building location, and other on-site facilities or structures.

F. An alternative site plan analysis consistent with City standards for avoidance and minimization of wetland impacts, where applicable, which illustrates that wetland impacts have been avoided and/or minimized to the greatest extent practicable through project design modifications.

G. A demonstration that the level of function provided to fish and wildlife and listed species by the subject wetland(s), including water quality of the receiving waters, will not be adversely affected.

H. Report must be completed within 5 years of submittal or must have a valid formal wetland determination through appropriate agencies. An updated delineation report can be requested if the site has been altered since the delineation in such ways, such as but not limited to clearing and altered water flow.

10.01.07. *Permitted activities and requirements.* Once the requirements of this section have been met, wetland impacts for moderate and minimal quality wetlands and associated mitigation activities shall be governed by the St. Johns River Water Management District, the Army Corp of Engineers, or the Florida Department of Environmental Protection, as applicable. A St. Johns River Water Management District, the Army Corp of Engineers, and/or Florida Department of Environmental Protection permit shall be prima facie evidence of compliance with this section. No net loss of wetland function shall be permitted for each optimal wetland system located in the City.

10.01.08. *Buffers.*

A. *Natural upland buffers.* A natural upland buffer, with an average width of 50 feet, but no less than 25 feet, shall be provided adjacent to and surrounding optimal wetlands; and a buffer with an average width of 25 feet, but no less than 15 feet, shall be provided adjacent to moderate and minimal wetlands.

1. Upland buffers adjacent to wetlands shall consist of natural upland habitats that can provide for the various life functions of wetland dependent wildlife.

2. Upland buffers adjacent to wetlands shall not be altered except as exempted by Subsection 10.01.02. Wetland buffers shall be protected from erosion and sedimentation during construction activities by installing and maintaining silt fence or turbidity barrier 1 foot landward from upland buffer or permitted wetlands impacts. A double row of silt fence, spaced at least 3 feet apart, shall be installed on any upland buffer or wetland that falls under categories below:

a. Is protected by conservation FLUM or Preservation Zoning.

b. Is within a conservation easement

c. Is a high-quality wetland as determined by 10.01.05.B

As an alternative, a reinforced silt fence may be used in lieu of double row silt fence.

B. *Activities permitted within a buffer.* Activities or construction, which does not have an adverse effect on the natural function of the wetland buffer, may be permitted within the buffer. The activities or construction include, but are not limited to, pruning, planting of suitable native vegetation, removal of exotic and nuisance plant species, construction of minor drainage structures such as outfall pipes and outfall structures , , construction of elevated boardwalks, docks, piers, passive recreation such as at grade pervious hiking trails.

10.01.09. Unpermitted Impacts to wetlands or upland buffers during construction. In the absence of an appropriate wetland permit(s), development related activities shall not cause the diminishing of quality or destruction of Wetlands in contravention of applicable federal and state laws, rules, or regulations. Should wetlands exist on the subject property, all development activities that might negatively affect that wetlands shall cease. The applicant shall notify the City, FDEP, SJRWMD, and ACOE, to the extent required by law, if wetlands are determined to be on site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Upland Buffers and wetlands shall be maintained in their natural vegetated condition. Native vegetation removed or destroyed within the Upland Buffer or wetlands in violation of this Code shall be restored. These areas shall be replanted with comparable native vegetative species as were removed or destroyed.

Sec. 10.02 - Floodplain Management.

10.02.01 *Administration.*

A. *General.* These regulations shall be known as the Floodplain Management Ordinance of the City of Palm Coast, hereinafter referred to as "this article."

B. *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

10.02.02 *Reserved.*

10.02.03 *Intent.*

A. *[Purposes.]* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

B. *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

C. *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guarantee of vested use, existing use, or future use is implied or expressed by compliance with this article.

D. *Disclaimer of liability.* This article shall not create liability on the part of City Council of the City of Palm Coast or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

10.02.04 *Applicability.*

A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Palm Coast as established in Section 10.02.04.C of this article.

C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Flagler County, Florida and Incorporated Areas dated June 6, 2018 and any subsequent revisions, and the

accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Palm Coast Community Development Department, 160 Lake Avenue, Palm Coast, Florida 32164.

D. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Section 10.02.07 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the Floodplain Administrator indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as a flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.

2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

E. *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

F. *Abrogation and greater restrictions.* This article supersedes any article in effect for management and development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

G. *Interpretation.* In the interpretation and application of this article, all provisions shall be:

1. Considered as minimum requirements;

2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under state statutes.

10.02.05 *Duties and powers of the Floodplain Administrator.*

A. *Designation.* The Land Use Administrator is designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies, and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 10.02.09 of this article.

C. *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed development will be located in flood hazard areas;

2. Review applications for modifications of any existing development in flood hazard areas for compliance with the requirements of this article;

3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources which shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

D. Substantial improvements and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before the repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvements or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage";
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

E. *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 10.02.09 of this article.

F. *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

G. *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 10.02.08 of this article for development that is not subject to the Florida Building Code,

including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

1. In coordination with the Building Official, review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the flood resistant construction requirements of the Florida Building Code, including elevation requirements;

2. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10.02.05.D of this article;

3. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

4. Require applicants, who submit hydrologic and hydraulic engineering analyses to support permit applications, to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

5. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete. Elevation certificates shall be provided at three stages, 1) construction drawings, 2) building under construction, and 3) finished construction;

6. Notify the Federal Emergency Management Agency (FEMA) when the corporate boundaries of the City of Palm Coast are modified; and

7. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

I. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City of Palm Coast.

10.02.06 *Permits.*

A. *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures

and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

B. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in F.S. § 604.50 .
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in F.S. § 366.02 , which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site, and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in F.S. § 553.73 (10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City of Palm Coast. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 10.04.07.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.

7. Give such other data and information as required by the Floodplain Administrator.

E. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the City.

H. *Other permits.* Floodplain development permits and building permits shall include a condition or disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:

1. The St. Johns Water Management District; F.S. § 373.036 .
2. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 , and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055 .
4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
5. Federal permits and approvals.

10.02.07 *Site plans and construction documents.*

A. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zone(s), base flood elevation(s), and ground elevations.
2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10.02.07.B.2 or Section 10.02.07.B.3 of this article.
3. Where the parcel on which the proposed development will take place does not have base flood elevations included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10.02.07.B. of this article.
4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

7. Existing and proposed alignment of any proposed alteration of a watercourse. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

B. *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

3. Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, the base flood elevation shall be determined using a site-specific floodplain study by a professional engineer using detailed methods.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway or within the 25-foot floodway setback, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analyses to FEMA as specified in Section 10.02.07.D of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone "O" or Zone "AH".

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's

flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10.02.07.D of this article.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant shall seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

10.02.08 *Inspections.*

A. *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

D. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator: the certification of the lowest floor prepared and sealed by a state-licensed surveyor.

E. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 10.02.08.D of this article.

F. *Manufactured homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

10.02.09 *Variances and appeals.*

A. *General.* The Land Use Administrator and the City of Palm Coast Planning and Land Development Regulation Board shall hear and decide on requests for appeals and the Planning and Land Development Regulation Board shall hear requests for variances from the strict application of this article. Pursuant to F.S. § 553.73 (5), the Planning and Land Development Regulation Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

B. *Appeals.* Same process as set out in Section 2.16, of the Land Development Code.

C. *Limitations on authority to grant variances.* The Planning and Land Development Regulation Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 10.02.09.H of this article, the conditions of issuance set forth in Section 10.02.09.I of this article, and the comments and recommendations of the Land Use Administrator, Floodplain Administrator and the Building Official. The Planning and Land

Development Regulation Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

D. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10.02.07.C of this article.

E. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 10.02.09.D, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. *Alteration of sand dunes or mangrove stands in coastal high hazard areas.* A variance shall not be issued for any proposed alteration of sand dunes or mangrove stands in coastal high hazard areas (Zone V) unless the applicant submits, and the City approves, an engineering analysis that demonstrates the proposed alteration will not increase the potential for flood damage or the potential for erosion. Any such variance shall not be issued unless the proposed alteration is approved by the Florida Department of Environmental Protection. This limitation shall not apply to mangrove stands within City canals.

H. *Considerations for issuance of variances.* In reviewing requests for variances, the Planning and Land Development Regulation Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, Land Development Code and this article, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development with existing and anticipated development;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets, and bridges.

I. *Conditions for issuance of variances.* Variances shall be issued only upon:

1. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards.

2. Determination by the Planning and Land Development Regulation that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. Literal interpretation of the provision of this Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Land Development Code and would result in unnecessary and undue hardship on the applicant;

c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;

d. The variance is the minimum necessary, considering the flood hazard, to afford relief;

e. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

f. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land;

g. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property;

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

i. The proposed development must be consistent with the Comprehensive Plan and the provisions of this Land Development Code;

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

k. 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; and

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

10.02.10 *Violations.*

A. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A

building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

B. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation of a stop work order, except such work as that a person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

10.02.11 *Flood Resistant Development Design and construction of buildings, structures and facilities exempt from the Florida Building Code.*

A. Pursuant to Section 10.02.06.C of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 10.02.17 of this article.

10.02.12 *Subdivisions.*

A. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

4. There is 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for any habitable area.

5. All new platted lots shall not be located within any special flood hazard area.

B. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

2. All subdivisions where the base flood elevation is not included on the FIRM, the base elevations are determined in accordance with Section 10.02.07.B. of this article; and

3. Compliance with the site improvement and utilities requirements of Section 10.02.13 of this article.

4. Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage

provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

5. Applicant shall ensure that technical data reflecting base flood elevation changes or flood hazard area boundary changes are submitted to Federal Emergency Management Agency, with the City's endorsement, for a conditional Flood Insurance Rate Map revision. Prior to approval of final plat, an issued Letter of Map Change determination from FEMA is required.

10.02.13 *Site improvements, utilities and limitations.*

A. *Minimum requirements.* All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

C. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. *Compensatory storage.* Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.

E. *Limitations on sites in regulatory floodways and 25-foot floodway setback.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway or 25-foot floodway setback unless the floodway encroachment analysis required in Section 10.02.07.C.1 of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

F. *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

G. *Limitations on sites in coastal high hazard areas (Zone V and AE).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall not be permitted. Construction or restoration

of dunes under or around elevated buildings and structures shall comply with Section 10.02.17.I.3 of this article.

10.02.14 *Manufactured homes.*

A. *General.* Manufactured homes shall not be installed in floodways and 25-foot floodway setback except in an existing manufactured home park or subdivision. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 , and shall comply with the requirements of Chapter 15C-1, F. A. C. and the requirements of this article.

B. *Foundations.* All manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this article.

2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over the top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

E. *Enclosures.* Enclosed areas below elevated manufactured shall comply with the requirements of the Florida Building Code Residential Section R322.2 or Section R322.3 for such enclosed areas, as applicable to the flood hazard area.

F. *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

10.02.15 *Recreational vehicles and trailer parks.*

A. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be prohibited to park or store a recreational vehicle for more than a total of three days, or any part thereof in any consecutive seven-day period on a residential driveway; or

2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in Section 10.02.15.A of this article for temporary placement shall meet the requirements of Section 10.02.14 of this article for manufactured homes.

10.02.16 *Tanks.*

A. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Section 10.02.16.C of this article shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.

2. Not be permitted in coastal high hazard areas (Zone V).

C. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10.02.17 At-grade accessory structures.

At-grade accessory structures are permitted provided the accessory structures are used only for parking or storage and:

1. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

2. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

4. Have flood damage-resistant materials used below the base flood elevation plus two (2) feet.

5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus two (2) feet.

10.02.18 *Other development.*

A. *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;

2. Meet the limitations of Section 10.02.13.E of this article if located in a regulated floodway;

3. Be anchored to prevent floatation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

4. Be constructed of flood damage-resistant materials; and

5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life

safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

6. Demonstrate that there is at least 2ft of freeboard from the Finished Floor Elevation to the Base Flood Elevation for accessories that service a habitable area. i.e. generator, a/c unit, etc.

B. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10.02.13.E of this article.

C. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.02.13.E of this article.

D. *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of Section 10.02.13.E of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10.02.07.C.3 of this article.

E. *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;

2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

3. Have a maximum slab thickness of not more than four inches.

F. *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

3. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

4. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the

minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

G. *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

H. *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

10.02.19 *Critical facilities.*

A. New critical facilities shall be directed and sited away from special flood hazard areas. A critical facility shall have at least one access road connected to land outside the special flood hazard area that is capable of supporting a 4,000-pound vehicle. The top of the road shall be no lower than six inches below base flood elevation.

B. New critical facilities proposed for construction within a Special Flood Hazard Area without a determined base flood elevation shall be permitted with an issued Letter of Map Change demonstrating that the entire project area is outside the Special Flood Hazard Area.

(Ord. No. 2018-13 , § 2, 4-17-18; Ord. No. 2021-22 , § 2, 10-5-21)

Editor's note— Ord. No. 2018-13 , § 2, adopted April 17, 2018, changed the title of § 10.02 from "Flood Damage Protection" to read as herein set out.

Sec. 10.03. - Wellfield Protection.

10.03.01. *Purpose and intent.* There is a need to protect existing and future public water supply wells within the City from the irreversible and adverse effects of groundwater contamination. It is the intent and purpose of this section to safeguard the health, safety, and welfare of the citizens of the City by protecting

groundwater resources. Therefore, it is the City's intent to provide minimum standards to regulate land use activities, storage, handling, use, or production of regulated substances within zones of protection surrounding public water supply wells. Nothing herein supersedes more stringent setback or permitting requirements contained in other applicable federal and state wellhead protection regulations.

10.03.02. *Wellhead protection zones and interpretation.* The regulations set forth in this section shall apply to all lands surrounding an existing public water supply well designated as the primary and secondary protection zone(s) as defined in this section. This regulation shall apply to all proposed public water supply wells if the specific location has been identified and the public or private entity owns the well site.

A. *Wellhead location map.*

1. The Land Use Administrator shall maintain wellhead protection zone maps that designate and geographically depict the primary and secondary wellhead protection zones.

2. The Land Use Administrator shall review the wellhead protection zone maps and amend them as necessary. The basis for amending such maps may include, but is not limited to, the following:

   a. Changes in technical knowledge regarding the intermediate and Floridan aquifer system;

   b. Changes in well pumping rates; and

   c. Reconfiguration of or the addition of a well within the City's boundary.

B. *Protection zones.*

1. *Primary wellhead protection zone.* Shall be circular with a fixed 500-foot radial setback distance around the wellhead and shall include the surface and subsurface area surrounding the wellhead.

2. *Secondary wellhead protection zone.* Shall be an area delineated around the favorable potable water production areas for the Floridan and intermediate aquifer as depicted on the "Wellhead Protection Zone Map" on file at the office of the City Clerk.

C. *Interpretation of zone designation.* To determine applicable protection measures for properties and buildings within the primary or secondary wellhead protection zone, the following rules shall apply:

1. Properties located wholly or partially within a wellhead protection zone shall be governed by the restrictions applicable to that zone.

2. Where the boundary of a wellhead protection zone passes through a building, the entire building shall be considered to be in the most restrictive zone.

10.03.03. *Exemptions and provisional exemptions.*

A. *Exemptions.* Except as provided herein, the following activities or uses are exempt from the provisions of this section:

1. Fire, police, emergency medical services, emergency, and management facilities.

2. Essential utility services and facilities provided that wellhead setback requirements are in accordance with applicable federal and state law.

3. The transportation of any hazardous substance if the transporting vehicle is in continuous transit and meets all applicable federal, state, and City requirements.

4. Retail/wholesale establishments that store or handle an unlimited amount of regulated substances for resale provided:

   a. The regulated substances are handled, stored, and sold indoors.

b. The regulated substances are stored and sold in their original unopened containers.

5. Residential activities including the use of commonly used regulated substances for cleaning, maintenance, pool service, pest control, or any other lawful residential use activity except for underground storage of regulated substances.

6. Commercial products used at a facility solely for janitorial or minor maintenance purposes.

7. Outdoor recreational activities and facilities including nature and bike paths, conservation areas, and passive and recreational parks that do not involve the storage of regulated substances.

B. *Provisional exemptions.* The following activities are exempt, if in compliance with requirements as stated:

1. The use of any hazardous substance or lubricants in lawn maintenance equipment, if extreme care is taken to prevent spillage or discharging fuels and lubricants onto soils, groundwater, or surface water.

2. Agricultural uses, except that said uses shall comply with the latest version of the Florida Department of Agricultural and Consumer Services and Florida Department of Environmental Protection Best Management Practices for Agrichemical Handling and Farm Equipment Maintenance. In addition, silviculture operations shall conform to the Florida Department of Agricultural and Consumer Services Silviculture Best Management Practices, 1993, as amended from time to time. Alternative best management practices may be substituted with prior written approval by the City.

3. Construction activities, if all contractors, subcontractors, laborers, and their employees, when using, handling, storing, or producing regulated substances, adhere to the City's applicable best management practices.

4. The application of pesticides, herbicides, fungicides, and rodenticides in recreation, agriculture, pest control and aquatic weed control activities if:

a. The application is in strict conformity with the use requirement as is indicated on the containers in which the substances are sold;

b. The application is in strict conformity with the requirements as set forth in the Florida Statutes and the Florida Administrative Code; and

c. The City is notified at least 48 hours prior to the application within the primary wellhead protection zone.

5. New golf courses, if compliance is demonstrated by submitting to the City a written best management practices plan subject to approval by the Land Use Administrator and, which at a minimum, conforms with the Florida Department of Environmental Protection May, 1995 Best Management Practices for Golf Course Maintenance Departments and the City's groundwater protection prevention measures for secondary wellhead protection zones. New and existing golf courses shall comply with Subsection 10.03.06 herein.

10.03.04. *Regulated substances and facilities.*

A. *Regulated substances.* The following substances are regulated by this section:

1. Any substance, including petroleum or derivatives thereof, or combination of substances which because of their quantity, concentration, physical, chemical, infectious, flammable, combustible, radioactive, or toxic characteristics, may cause or significantly contribute to a present or potential risk to human health, safety, or welfare, to the groundwater resources, or to the natural environment; or

2. Those substances set forth in the lists, as amended from time to time, entitled: Lists of Hazardous Waste, 40 Code of Federal Regulations Part 261, Subpart D, and waste

characterized in 40 Code of Federal Regulations 261 Subpart C; Hazardous Constituents-Appendix VIII, (40 CFR Part 261); Environmental Protection Agency Designation Reportable Quantities, List of Hazardous Substances and Notification Requirements for Hazardous Substances under the Comprehensive Environmental Response, Compensation, and Liability Act (40 CFR 302); Superfund Amendments and Reauthorization Act of 1986, Section 302 Extremely Hazardous Substances List (40 CFR. 300, App. A and B); known hazardous and toxic properties as listed in 40 CFR 302; and substances that are restricted-use pesticides according to the Florida Statutes and the Florida Administrative Code.

B. *Regulated facilities.*

1. Any new nonresidential use, handling, production, or storage of regulated substances found in quantities greater than the following shall be considered a regulated facility:

   a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

   b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

2. Any existing nonresidential use, handling, production, or storage of regulated substances is lawful and shall be considered a nonconforming activity:

   a. When the aggregate sum or a single regulated substance present on a single parcel or building exceeds 110 gallons underground; and

   b. Five hundred fifty gallons aboveground if the substance is a liquid or 1,100 pounds if a solid.

3. Facilities listed in Subsection 10.03.05 herein are regulated facilities.

10.03.05. *Restrictions within wellhead protection zones.* In addition to the requirements set forth in this section, applicable facilities shall comply with the Florida Department of Environmental Protection wellhead protection standards in accordance with the Florida Administrative Code and the City's Groundwater Protection Preventative Measures and comply with Best Management Practices to prevent adverse impacts to groundwater resources.

A. *Secondary wellhead protection zone.* The following regulated uses and activities proposed within the secondary wellhead protection zone are prohibited; however, if existing as a legal use on November 16, 2008, may be allowed provided they comply with the requirements of Subsection 10.03.07:

1. New Class I, II, and V underground injection control wells, as regulated in the Florida Administrative Code, except for aquifer storage and recovery system wells or other necessary potable water drinking facilities injection wells as permitted by the appropriate state agency.

2. New or expanded landfills, as defined by the Florida Administrative Code.

3. New discharges to groundwater of industrial wastewater as regulated under the Florida Administrative Code.

4. New septic tank systems.

5. Prohibitions as specified under the City's Groundwater Protection Preventative Measures.

B. *Primary wellhead protection zone.* Regulated uses and activities proposed within the primary wellhead protection zone shall comply with requirements in Subsections 10.03.06 and 10.03.07 to protect potable water wells and to prevent the need for their replacement or restoration due to contamination.

The following regulated uses are prohibited within the primary wellhead protection as a new use; however, if existing as a legal use on November 16, 2008, may be allowable provided they comply with the provisions of Subsection 10.03.07:

1. New underground storage of regulated substances.
2. Existing small quantity generators and conditionally exempt small quantity generator of hazardous waste, as regulated under the Florida Administrative Code, shall comply with the secondary containment requirements of 40 Code of Federal Regulations Part 264 Subpart I (1994), as amended, hereby incorporated by reference. New small quantity generator and conditionally exempt small quantity generator activities shall be prohibited within a 500-foot radial setback from any well.
3. New large quantity generators of hazardous waste as regulated under the Florida Administrative Code.
4. New hazardous waste, treatment, storage, disposal, and transfer facilities requiring permits under the Florida Administrative Code.
5. New soil treatment facilities as regulated under the Florida Administrative Code.
6. New above ground storage tanks regulated under the Florida Administrative Code. Replacement of an existing above ground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed with secondary containment and maintained as required in the Florida Administrative Code.
7. New underground storage tanks regulated under the Florida Administrative Code. Replacement of an existing underground storage tank of the same or less capacity is exempt from this provision if the replacement tank system is installed and maintained as required in the Florida Administrative Code.
8. New mineral acid above ground storage tanks as regulated under the Florida Administrative Code.
9. New industrial wastewater treatment facilities.
10. Vehicular and washing facilities provided the facility establishes reclaimed and reuse practices for the water supply.
11. Motor vehicle repair facilities.
12. Outside storage of equipment, tools, or other possessions that may have the potential to discharge regulated substances or adequate best management practices are utilized to prevent such discharges.
13. New cemeteries.
14. No new retention and/or detention facilities including but not limited to stormwater treatment facilities.
15. Parking areas, unless:
    a. Impervious with adequate stormwater design to a location outside of the zone.
    b. Florida Department of Transportation Standard Type D and/or equivalent raised curb is used.
    c. Other means of advanced water quality treatment are provided.

10.03.06. *Permits, applications, and administrative process.*

A. *Permit requirements.*

1. No permit or license for any land use activity will be issued that would allow development or land use activities in the wellhead protection zones that is contrary to the restrictions and provisions provided herein.

2. Proposed land use or activities that involve property located wholly or partially within a protection zone shall be reviewed by the Land Use Administrator. The Land Use Administrator shall issue a notice as to whether or not the proposed land use or activity meets the applicable requirements of this section. A preliminary evaluation shall be conducted for all applicants to determine if proposed land use activities are exempt or do not apply to this section.

B. *Application procedure.* Prior to the Land Use Administrator issuing an approval notice for property or land use activities located in a wellhead protection zone, an application shall be filed on a form and containing such information as the Land Use Administrator shall require by administrative rule.

C. *Permit conditions.* The City may place conditions on any development order or permit or license to ensure compliance with all of the prohibitions, restrictions and requirements set forth in this section. Such conditions may include, but are not limited to, facility inspections, groundwater monitoring, and compliance reporting.

D. *Alterations and expansion.* The Land Use Administrator shall be notified in writing prior to the expansion, alteration, or modification of any existing structure or land use activity. Any such expansion, alteration, or modification shall conform to this section.

10.03.07. *Facility inspections.* The Land Use Administrator is hereby authorized to make inspections during normal operational hours of all facilities or activities regulated by this section, including nonresidential buildings, structures, and land in the City in order to determine compliance with provisions contained in this section.

A. *Administrative inspection warrant.* In the event a person who has common authority over a building, structure, or land does not permit an inspection, the City may seek an administrative inspection warrant.

B. *Vacant or abandoned properties.* In the event a building, structure, or land appears to be vacant or abandoned and the property owner cannot be readily contacted in order to obtain consent for an inspection, the Land Use Administrator may enter into or upon any open or unsecured portion of the site in order to conduct an inspection.

10.03.08. *Variances.*

A. *Variance criteria.* A property owner may request a variance from the requirements of this section. Upon City staff recommendation, the Utility Advisory Committee may perform a complete technical review for all variance applications and provide a recommendation to the Planning and Land Development Regulation Board. The Planning and Land Development Regulation Board shall have the authority to approve or deny issuance of a variance. In order to obtain a variance, the applicant must demonstrate by a preponderance of substantial, competent evidence that special or unusual circumstances and adequate technology exist to isolate the facility or activity from contaminating groundwater resources in the event of a spill. In granting or denying a variance, the City shall evaluate the following factors:

1. Substances or chemicals utilized that may impact groundwater resources if not properly managed;

2. Proposed containment/management of substances or chemicals;

3. Spill prevention and emergency response plans;

4. Emergency collection devices and equipment maintenance programs;

5. Monitoring plans and inspection procedures;

6. Spill reporting procedures;
7. Groundwater and/or soil monitoring programs;
8. Hydrological data that may include, upon City request, capture zone analysis, groundwater flow contours, and other hydraulic characteristics of the aquifer;
9. Distance from public supply well(s) and applicable wellhead protection zone(s);
10. Other factors, as applicable to groundwater protection issues.

B. *Variance application requirements.* In addition to the requirements stated in Chapter 2 for variance applications and review procedures, the following additional requirements shall apply to variances from this section:

1. The application shall be signed by the applicant and a licensed professional engineer or professional geologist licensed in the state of Florida;
2. The application shall include:
   a. A hydrogeologic assessment of the site, which shall address, at a minimum, soil characteristics, groundwater levels, groundwater directional flow, distance from wellhead, and existing groundwater quality;
   b. A technical report to demonstrate that adequate technology, practices, or other controls exist to isolate the facility or activity from the potable water supply in the event of a spill;
   c. A discussion and documentation, such as published reports, technical articles, substantiating sufficient performance, and reliability of a proposed technology or system. Include discussion of maintenance and procedures to be utilized if system fails; and
   d. Site-specific applicable groundwater protection best management practices procedures to ensure the protection of groundwater resources.
3. The Land Use Administrator may require additional information based on the type of land use activity proposed, chemicals utilized, distance from wellheads, or other applicable information needed to evaluate the application.
4. The City may add any appropriate conditions and safeguards necessary to protect groundwater resources pursuant to such special exemptions.

(Ord. No. 2009-26, § 49, 12-15-09)

Sec. 10.04. - Endangered and Threatened Species and Species of Special Concern.

10.04.01. *Purpose and intent.* The purpose of this section is to protect the natural resources of the City for the benefit of its citizens by preventing the destruction of listed plant and animal species in the City. The City shall take all reasonable steps to ensure that all development related activities do not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern listed by the federal or state government. Those endangered and threatened wildlife species and wildlife species of special concern with the potential to exist within the City are determined by the United States Fish and Wildlife Service, the Florida Fish and Wildlife Conservation Commission, the Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications. The City shall protect endangered and threatened species through the regulatory authority of Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, as mandated by the Federal Endangered Species Act of 1973 and the Florida Endangered and Threatened Species Act of 1977, and other applicable laws, rules, and regulations.

10.04.02. *Applicability.* All development, regardless of size and location, shall comply with federal and state regulations regarding listed species that may be located on a development site, as well as regulatory policies related to management requirements for species that may occur off-site (e.g. American bald eagle nests and associated protection zones, Florida scrub jay nest sites/territories). Prior to the issuance of a building permit, the applicant shall obtain all necessary federal and state permit authorizations, as appropriate.

10.04.03. *Listed species protection application and study.* Listed species likely to be found within the City are determined by the United States Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Natural Areas Inventory, and Florida Committee on Rare and Endangered Plants and Animals publications.

A. *Applicability.* All applications for preliminary plats or site plans shall include a listed species study. The listed species study shall be completed by a qualified environmental professional. The listed species study, after deemed complete by the Land Use Administrator, shall be acceptable for one year for the property that was investigated. The listed species study shall include appropriate field investigation and associated exhibits prepared in accordance with an application form adopted by administrative rule issued by the Land Use Administrator.

B. *Management plan.* Where listed species evidence is found, the listed species study shall include a management plan. The management plan shall address the approach to be used in protecting the species or shall include an authorized permit from the appropriate federal or state agency. The adequacy of this approach shall be evaluated based on the following:

    1. The specific guidelines and regulations of the Florida Fish and Wildlife Conservation Commission or the United States Fish and Wildlife Service for species.

    2. The dedication as a conservation easement of any approved areas preserved for listed species protection.

    3. The connection of conservation easements on the subject development property to any such conservation easements on adjoining properties and/or to any designated wildlife corridor unless the applicant demonstrates to the satisfaction of the Land Use Administrator that such connection is impractical in the use of the subject property.

    4. The property owner shall be responsible for relocating gopher tortoises on site or other suitable locations as approved by the Florida Fish and Wildlife Conservation Commission and providing an approved After-Action Report prior to any clearing activities.

10.04.04. *Listed species protection during construction activities.* In the absence of an appropriate listed species permit(s), development related activities shall not cause the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the federal or state governments in contravention of applicable federal and state laws, rules, or regulations. Should listed species reside on, or otherwise be significantly dependent upon the subject property, all development activities that might negatively affect that individual or population shall cease. The applicant shall notify the City, the Florida Fish and Wildlife Conservation Commission, and the United States Fish and Wildlife Service, to the extent required by law, if such species are determined to be residing on, or are otherwise significantly dependent upon, the project site. Property shall be developed in full compliance with all applicable laws, rules, and regulations. Proper protection to the satisfaction of all agencies with jurisdiction over the matter shall be provided. Where appropriate, the City shall require a preliminary gopher tortoise survey for existing single-family platted lots prior to the initiation of construction activities. The preliminary gopher tortoise survey shall be conducted by a qualified environmental professional and results of said survey shall be submitted to the City for review. Should gopher tortoises be present on the subject property, the permit and After Action Report shall be submitted to the City prior to the commencement of any ground disturbing activities. Gopher tortoises shall be relocated to suitable habitats in accordance with FFWCC permit requirements.

10.04.05. Wildlife Crossing. In areas of wildlife corridors where the project proposes fragmenting habitats or conservation corridors, site plans should include dedicated wildlife crossings to minimize ecological impacts and preserve natural movement of wildlife.

Sec. 10.05. - Cultural and Historic Resources.

10.05.01. *Purpose and intent.* The purpose of this section is to protect and manage the significant historic and archaeological resources of the City of Palm Coast to the maximum extent feasible, by providing procedures for the review of plans and development projects as well as maintain standards for the protection and management of these important resources.

10.05.02. *Lands not subject to cultural resource survey.* A cultural resource field survey and assessment report is not required for parcels that have undergone a cultural resource investigation within 5 years from the time of application and the assessment concludes that the land does not contain cultural resources that are considered by the Florida Department of Historical Resources State Historic Preservation Officer to be significant or potentially significant. A copy of correspondence from the state historic preservation officer shall be submitted to the City, verifying that the subject property does not contain significant or potentially significant cultural resources.

10.05.03. *Lands subject to cultural resource assessment survey and other archeological investigation.* A Phase 1 cultural resource investigation shall be accomplished before the issuance of a development order or permit or prior to the commencement of construction activities, or any other physical impact or disturbance of land that:

A. Takes place within a parcel that has not been previously surveyed for cultural resources.

B. Takes place within a parcel that contains a site that is listed in the Florida Master Site File (FMSF) as "eligible" or as "potentially eligible" for listing in the National Register of Historic Places (the criteria by which site significance is measured), or in the City of Palm Coast's protected sites inventory, thus requiring further investigation.

C. Takes place within a recently discovered site deemed significant (NRHP criteria) that has not yet been recorded to the Florida Master Site File or listed in the City of Palm Coast's protected sites inventory.

D. Takes place on a parcel that has been determined to possibly contain a potential site that can be listed in the Florida Master Site File as determined by the Land Use Administrator.

E. Conduct an additional Cultural Resource Investigation by another cultural resource professional, at the applicant's expense, if the results of the initial investigation are deemed unsatisfactory by City staff.

10.05.04. *Professional qualifications and cultural resource assessment survey requirements.*

A. *Professional qualification.* Cultural resource professionals are certified archaeologists that meet the qualification in "The Secretary of the Interior's Historic Preservation Professional Qualification Standards" (Federal Register Vol. 62, No. 119, p. 33707).

B. *Cultural resources assessment survey.* Cultural resource assessment surveys and related reports shall follow the guidelines of the Florida Division of Historical Resources, Department of State, Guidelines for Cultural Resource Assessment Surveys (CRAS) and Archaeological Investigations outlined in Florida Division of Historical Resource Module 3, as amended, shall be followed; reporting of CRAS surveys shall follow DHR Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), as amended, and the requirements of all applicable Florida Statutes. The SHPO reviews the referenced project in accordance with Chapter 267 and 373, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places, or otherwise historical, architectural, or archeological value. Prior to the issuance of a development order or permit, or prior to the commencement of construction activities, a copy of a survey clearance letter issued by the

Compliance Review Section, Division of Historical Resources, or other documentation of authorization by the State Historic Preservation Officer, shall be submitted to the City. Management recommendations regarding the protection, preservation, or mitigation of impact of historical or archaeological sites, in concurrence with the Division of Historical Resources should be followed. In addition, copies of Florida Master Site File forms generated during the cultural resource assessment study for the Division of Historical Resources shall be submitted to the City for their records. All Florida Master Site File forms generated for a City of Palm Coast LDC permit-required cultural resource assessment survey, or any other type of archaeological work shall be submitted to the Florida Master Site File, Division of Historical Resources, by a COPC official with the Planning Division. In some cases (to be determined by a COPC official) An initial site investigation may be utilized to determine cultural resource site probability for lands requiring a cultural resource investigation as approved by a certified archaeologist utilizing necessary criteria in accordance with state law to determine cultural recourse site probabilities. Said criteria include, but are not limited to, Florida Master Site File, historical information (historic map review), soil types, land elevations, and proximity of the subject property to freshwater drainages such as rivers and creeks, coastal estuaries (Intracoastal Waterway) and subsistence-related natural resources. The following may substitute for a cultural resource assessment survey and assessment if certified by an RPA certified professional archaeologist in writing to the Land Use Administrator:

1. A determination that subject property has a low probability of yielding cultural resources.
2. A determination that proposed development activities will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places.
3. A determination that proposed development activities will have no effect on cultural resource value under federal and state requirements.

10.05.05. *Property containing potential and significant cultural resource sites.* If a property proposed for development to contain a potentially significant or a significant cultural resource in areas proposed for development, the City shall adhere to the recommendations of the State Historic Preservation Officer and shall require the applicant to do one or more of the following prior to the issuance of a development order or permit:

A. Preserve cultural resources within the open space of the proposed development.

B. Redesign the development to accommodate preservation of all or a portion of the site containing the cultural resource such as but not limited to environmental setbacks, conservation easements, pocket parks, or conservation land.

C. The property owner may voluntarily fund or seek funding for Phase 3 mitigative excavations (data extraction) of the resource, if agreed to by the Florida Department of Historical Resources/State Historic Preservation Office.

10.05.06. *Fortuitous finds and unmarked human burials.* The following requirements apply to all building construction or alteration, or land alteration activities:

A. *Evidence of the existence of cultural resources.* If evidence of the existence of cultural resources is discovered or observed at development sites or during development activities after final approval, permits, or issuances of development orders, all work shall cease in the area of effect. The developer, owner, contractor, or agent thereof shall immediately notify a professional archaeologist and the City. Examples of such evidence include whole or fragmentary stone tools, shell tools, indigenous or historic pottery, bone tools, historic structures foundations, burial mounds, shell middens, sand mounds, or other types of prehistoric mounded architecture. A certified professional archaeologist selected and hired by the applicant, shall assess the significance of the finds and, if warranted, notify the Florida Division Department of Historical Resources/State Historic Preservation Office in accordance with federal and state requirements. A report or letter shall be submitted to the City from a certified professional archaeologist and, if

warranted, a copy of a clearance letter from the State Historic Preservation Officer indicating that the proposed development will have no effect on cultural resources listed or eligible for listing in the National Register of Historic Places, or otherwise of historical, architectural, or archaeological value.

B. *Discovery of human skeletal remains.* In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. During archaeological investigations, if a site is determined to contain unmarked human burials and/or human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner, if it was determined that the burial(s) represent an individual (or individuals) who had been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains were determined to be older than 75 years. If a site is determined to be a prehistoric indigenous site, all work will be done in coordination with the State Archaeologist (Florida Division of Historical Resources) who will make a final determination of adverse effect through the authority of their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site mitigation and reporting, this through the authority and direction of the State Archaeologist and, if necessary, the District Medical Examiner. In some cases, the State Historic Preservation Office will make the determination to seek the consultation and review comments by the Tribal Historic Preservation Office (THPO)/Seminole Tribe of Florida (STOF).

(Ord. No. 2009-26, § 50, 12-15-09)

Sec. 11.01. - General Provisions.

11.01.01. *Purpose and intent.* The purpose of this chapter is to protect the general welfare of City residents and visitors and to promote energy and water conservation; reduce air pollution and noise; enhance property values; reduce erosion; improve surface water quality and groundwater recharge; moderate temperatures by providing shade; improve compatibility between various land uses; and enhance the City's appearance. The intent of the chapter is to establish procedures and practices governing the protection, installation and long term maintenance of trees, vegetation, and other landscaping elements within the City. The criteria in this chapter are intended to institute landscape and irrigation design principles that will result in creative solutions and provide alternative means to achieve an environmentally sustainable and aesthetic community.

11.01.02. *Applicability.* The removal of trees or fill, and the excavation or dredging of any parcel of land shall be prohibited prior to issuance of all required permits (including tree removal permits), unless stated otherwise in this chapter.

A. *Design of new development.* Developments shall be designed to the greatest extent possible to protect existing trees and their tree protection zones from stormwater facilities, drainage lines, utilities, grade changes, building footprints, parking areas, drives, and walkways. Subdivision plats shall shift lot lines to minimize placing specimen or historic trees in the buildable area of the lot , to the greatest extent feasible as determine by the Land Use Administrator.

B. *Alteration of existing development.* No building or parking lot existing on August 19, 2008 shall be required to be altered or moved in order to comply with this chapter, except that the following activities shall require compliance with this LDC to the maximum extent possible. (Exceptions may be granted by the Land Use Administrator when development conflicts with pedestrian and traffic safety, interferes with the protection of specimen or historic trees or natural resources, removes required parking, or similar situations.)

1. When a structure is destroyed by fire or other calamity and is proposed to undergo substantial improvement, as defined in this LDC.
2. When an existing non-residential building is expanded, the required building foundation plantings and their planting areas shall be provided for the new building area.
3. When a parking/vehicular use area is expanded but not the building, the new pavement area is required to be brought into compliance with this chapter. At a minimum temporary irrigation shall be required.
4. Any expansion project shall include replacing previously planted required landscaping that has been damaged or has died.

11.01.03. *Measurement of trees.* For the purposes of this chapter, the size of existing trees shall be calculated by the measurement of the diameter of the trunk in Diameter at breast height (DBH) (4 feet 6 inches above ground) inches. Trees with multiple trunks at breast height will have the sum of the trunks utilized for determination. Where the individual trunks are less than 9 inches in diameter, the largest 3 trunks will be used. The size of new landscape trees shall be calculated by measurement of the diameter of the trunk at 6 inches above grade, up to and including trees four inches in diameter. The size of new trees over four inches in diameter shall be calculated by measurement of the diameter of the trunk at 12 inches above grade.

11.01.04. *Classification of developments.* For the purpose of applying landscaping and irrigation requirements, developments are classified as follows:

A. *MFR/COM:* Townhouse, condominium, and multifamily residential development and institutional, office and commercial uses;

B. *IND:* Industrial and warehousing development;

C. *SUBD:* Subdivisions in any zoning district; and

D. *SFR/DPX:* Single-family detached and duplex development on individual lots. Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.02. - Tree Preservation, Protection, and Replacement.

11.02.01. *Protected trees defined.* All trees that meet the following criteria are protected, with the exception of invasive species (see Section 11.02.05.C.1) and/or species not suited to this area per the United States Department of Agriculture hardiness list:

A. The trunk is 6 inches or greater diameter.

B. Trees with a trunk 4 inches or greater diameter, if surveyed for credit.

C. Specimen trees, which are any protected trees with a trunk of 24 inches or greater diameter except for sand pines; however the following species are considered specimen trees when they reach one of the following:

1. 12 inches or greater diameter: Cypress, Magnolia, Loblolly Bay, Red Bay, Scrub Oak, and Red Cedar;

2. 18 inches or greater diameter: Elm, Hickory, Oak, Green Ash, Sycamore, Date Palm, and Maple.

D. Historic trees, which are any protected trees with a trunk of 36 inches or larger diameter.

E. For SFR/DPX development, any tree 1½ inches or greater in diameter that was planted to meet the minimum tree density requirements or an existing tree that was previously credited towards meeting the requirements of this chapter.

11.02.02. *Tree survey requirements.*

A. *Tree survey.* The required survey shall be accomplished within the last 24 months and shall identify all protected trees by species name and the size of the trunk measured at the diameter at breast height.

B. *Monument signs.* Where monument signs are proposed to be located on an existing development, all protected trees that are located within 50 feet of the proposed sign shall be shown on the tree survey. At time of sign permit application, all protective measures for these trees should be depicted.

C. *Protected, specimen, and historic trees.*

1. *MFR/COM and IND developments.*

a. The tree survey shall show all protected trees 6 inches in diameter and greater from the property lines to 5 feet past the required buffer area width, except as provided in Section 11.02.02.D. Protected trees within any adjacent rights-of-way extending to the nearest street pavement shall be included in the survey.

b. All specimen and historic trees shall be individually located and identified over the entire site as to species and size except as provided in Section 11.02.02.D.

2. *SUBD developments.* All protected, specimen, and historic trees shall be individually located and identified over the entire site as to its species and size except as provided in Section 11.02.02.D.

3. SFR/DPX developments.

a. Protected trees 6 inches or greater diameter within all front, rear, and street side building setback areas shall be surveyed and shown on the tree survey if the trees are going to be used for credit.

b. Specimen and historic trees shall be surveyed over the entire lot except as provided in Section 11.02.02.D.

D. *Survey of individual trees not required.* Under the following circumstances, the Land Use Administrator may determine that a survey identifying each individual protected tree is not warranted and a count of all protected trees including species and diameter size is acceptable:

1. When existing vegetated areas are to remain undisturbed; or

2. Where some or all of a development site or a proposed subdivision must be filled to such an extent, in order for permitted development to occur, that there is no feasible means as determined by the Land Use Administrator to save protected, specimen, and historic trees.

3. When the trees are located in wetland preservation or conservation areas that will not be impacted.

11.02.03. *Tree preservation.*

A. *Specimen and historic tree preservation requirements.* Specimen and historic trees are select protected trees that due to their size and contribution to the overall tree canopy of the City are granted an extra level of significance and protection. Building footprints, drives, stormwater management facilities, and similar activities on all sites shall be designed to save the maximum practicable number of specimen and historic trees. During the subdivision platting process, lot lines shall be shifted for the same purpose. This requirement does not exclude the requirement for mitigation of any removed trees of protected statues during the subdivision process. Table 11-1 shows the minimum percentage of specimen trees and the minimum percentage of historic trees that must be preserved individually for each category on a site. Owners of lots assigned the SFR, DPX, and EST zoning districts may remove any specimen or historic tree that is within the buildable area of the lot with no mitigation, if all reasonable efforts as determined by the Land Use Administrator, to shift or flip the building footprint cannot save the tree(s).

Table 11-1: Minimum Specimen and Historic Trees to be Preserved

Number of Specimen/ Historic Trees on a Site *1	Percentage of trees to be Preserved	
	MFR/COM, SUBD	IND
Less than 3 per acre, or a portion thereof	75%	50%
3.0 to 5.0 per acre	67%	40%
5.1 to 8.0 per acre	50%	25%
More than 8.0 per acre	4 per acre	2 per acre

*1 For the purposes of compliance with tree preservation and mitigation requirements, specimen trees and historic trees shall be calculated and preserved as distinct categories.

B. *Tree preservation credits.* The following credits apply only within the COM, IND, MFR, OFC, P&G, and PSP zoning districts:

1. Trees saved in wetlands or their associated upland buffers are eligible for preservation credits; however, preservation of trees in wetlands for preservation credits may not also be used as criteria for preserved wetlands and environmentally sensitive lands density bonuses established in Chapter 3.

2. A stormwater retention/detention area may be credited toward meeting the tree density requirement provided the area contains tree species that will survive periodic flooding.

3. The total diameter of preserved protected, specimen, and historic trees on the site may be applied to satisfy the tree density requirements. A preserved palm tree shall be credited on a one-to-one basis for any palm tree removed.

4. Existing pine trees (other than Sand pine, Australian pine, Norfolk Island pine, or other invasive tree species) in good health may be used as buffer shade tree credits if they are a minimum of six inches diameter and comprise no more than 50 percent of the buffer tree requirement. If pines meeting these criteria are of good quality and spacing such that planting of new shade trees for some or all of the remaining required buffer shade trees is impractical, then existing pines may count for more than the 50 percent maximum requirement.

11.02.04. *Tree protection measures.*

A. *Canopy road, specimen, and historic tree protection.* In order to protect the existing tree canopy over portions of roadways within the City, the following roadway segments have an extra level of significance and protection: Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of 1-95, and Palm Harbor Parkway south of the Hammock Dunes Bridge.

1.Roadway projects and modifications to these roadway systems necessitated by development shall preserve and protect any specimen or historic tree within the right-of-way and within 35 feet of the right-of-way line along Colbert Lane (from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south), Palm Coast Parkway east of I-95, and along Palm Harbor Parkway south of the Hammock Dunes Bridge. The applicant may meet this requirement by utilizing an average protected width of 35 and a minimum width of 25 feet and maximum width of 45 feet. Within these protected tree areas, the specimen and historic trees shall not be removed except for the minimal number necessary to allow for site access, sidewalks, necessary utilities, and signage. Preservation methods are to include, but are not limited to, the following:

a. Reduction of the length of turn, deceleration, or acceleration lanes subject to public safety needs and the approval of the Land Use Administrator.

b. Consideration of alternatives to widening such as alternate service roads.

c. Root protection/aeration construction methods such as retaining walls with guardrails.

d. Where no practical alternative for preservation is possible, such as traffic safety conflicts, the total diameter of the protected tree being removed shall be replaced with replacement trees having no less than 4 inch caliper.

2. *Additional canopy road preservation and mitigation requirements.* For all roadway segments designated under this section, and for any parcel, lot, tract, subdivision, development site, or portion thereof that fronts, abuts, adjoins, obtains access from, or is otherwise affected by a designated canopy roadway, all preservation, protection, replacement, and mitigation requirements shall apply to the entirety of the affected property.

All required preservation measures, tree protection activities, replacement planting, mitigation, and restoration associated with the removal, impact, or disturbance of specimen trees, historic trees, or protected canopy areas shall be completed on the affected site. Compliance with the requirements of this section shall not be achieved through payment into a tree bank fund, tree mitigation fund, or any other off-site mitigation program.

Required preservation standards established by this section shall be met on-site and maintained throughout the affected property. Off-site mitigation, mitigation credits, preservation banking, fee-in-lieu payments, or similar alternative compliance mechanisms shall not be accepted as a substitute for the preservation, protection, replacement, or mitigation requirements of this section.

No development order, site plan approval, subdivision approval, permit, variance, or construction authorization affecting property subject to this section shall be approved unless the applicant demonstrates full compliance with the on-site preservation and mitigation requirements contained herein.

B. *Tree protection during clearing or tree trimming activities.* Protected trees, including their tree protection zones, in front buffer areas shall be preserved if trees are in good condition and do not impede access or visibility into or out of the site.

C. *Tree protection during construction.*

1. During any development activity, appropriate protective measures, per City standards, shall be taken to prevent the destruction or damage of all trees to be retained on the site. The preservation of existing vegetation within the tree protection zones of all trees to be retained is required, unless the vegetation is hand cleared.

2. Protection methods, including trimming/pruning of trees and tree barricades, shall conform to ANSI A-300 standards.

11.02.05. *Tree removal.*

A. *Prohibitions.* Unless exempted herein, it is prohibited, unlawful, and finable for a person or entity, agent, or representative thereof, directly or indirectly, to perform or authorize the following:

1. Cut down, remove, damage, or destroy any protected tree as defined in Section 11.02.01 on any parcel without first obtaining a tree removal permit (for required mitigation standards on MFR/COM and IND properties refer to Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

2. Commit any act or authorize the commission of any act that physically or effectively removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals, or paving, any pruning or tree work inconsistent with ANSI A-300 standards, or changing the natural grade above the root system (removal or effective removal of any protected, specimen or historic tree on MFR/COM and IND properties shall be mitigated per Section 11.04.02 and on SFR/DPX properties refer to Table 11-4);

3. Root raking the area within the tree protection zone or adding fill over the tree protection zone, which may cause damage and permit infection or pest infestation to a protected tree; or

4. Perform tree removal, land clearing, grubbing, grading, excavation, construction, or make or install any improvement upon any site or parcel, regardless of the existence of valid permits or approvals for the given activity, unless all protected trees and protected vegetative areas established pursuant to this chapter have been surrounded by a protective barrier.

B. *Land clearing.* During the subdivision infrastructure construction stage, clearing of trees and existing vegetation shall be limited to the minimum necessary to construct roadway and utility

rights-of-way and stormwater facilities. Trees may only be cleared from individual lots upon review and approval of the tree survey and/or fire hazard considerations at the time of building permit application. However, in order to accommodate development within a subdivision where fill is required to such a depth that it would preclude the survival of existing trees, lots may also be cleared provided:

1. A clearing and grading plan shall be submitted showing vegetation and tree areas to be preserved with proper protective barrier, the amount of fill needed for lot development based on existing grades, proposed roadway and building elevations, and drainage plans.
2. Replacement of these trees may be allowed in common areas of the subdivision (i.e., street trees, detention or retention ponds, buffer areas, etc.).

C. *Tree removal activities exempt from permit/replacement requirements.* The following activities shall be lawful without application or issuance of a tree permit and do not require tree replacement:

1. The removal of any invasive plant species as determined by the Florida Department of Agriculture and Consumer Services' "Noxious Weeds" rule set forth in the Florida Administrative Code.
2. The removal or alteration of any tree or vegetation in or about an existing City or utility easement or right-of-way provided such work is done by, or under the control of, the operating utility company, and said company has received all necessary licenses or permits to provide utility service within the easement.
3. Removal or effective removal of trees severely cut by a utility company on SFR and DPX zoned platted lots.
4. Any activity conducted by a lawfully operating and bona fide commercial nursery, tree farm, agricultural operation, silvicultural operation, ranch, or similar operation when the activity occurs on property owned or lawfully occupied by the person conducting said activity and is done in pursuit of said activity. This exemption shall include the purposeful removal of a tree or trees for their permanent relocation at another site undergoing development.
5. Trees located within a City drainage easement, City drainage rights-of-way, or City access rights-of-way that need to be removed to allow for access to or maintenance or clearing and construction of the City's drainage ditches and drainage related facilities.
6. Any activities being conducted under F.S. 163.045 for single family unattached dwellings that have a letter from a certified ISA arborist or a Florida Licensed Landscape Architect showing a tree possess an unacceptable risk to persons or property prior to removal.

D. *Permit requirements.*

1. A permit is required for land clearing/filling. It is prohibited and unlawful to clear trees, fill land, excavate, or dredge any parcel of land prior to the issuance of a single-family building permit or a site development permit, unless otherwise stated in this LDC, or authorized by the Land Use Administrator. The building permit shall act as the tree removal permit.
    a. Vacant properties may be partially cleared to enable the construction of seawalls prior to a permit being issued for a principal structure. Refer to Section 4.01 for requirements.
    b. Vacant properties may be partially cleared for the purpose of removal of unsuitable debris or muck within the buildable area of a site. Refer to Chapter 9 for permitting requirements.
    c. Vacant single-family residential properties that are under common ownership with any developed adjacent residential lot may be cleared of all pines, vegetation, and any trees

less than six inches in diameter if the minimum tree densities are maintained or replaced. Refer to Chapter 9 for permitting requirements.

2. Prior to the removal of any protected tree, an application for tree removal shall be submitted to the City. If the requested removal is in conjunction with an approved building permit, grade and fill permit, or a site development permit, a separate permit need not be obtained, but tree removal shall be addressed during the development order review process. The following types of tree removals require a permit but mitigation is not required.

   a. Trees within clusters if there is a need to relieve thinning or overcrowding of trees, as part of an approved fire mitigation plan.

   b. Protected trees, exclusive of specimen and historic trees, that would not drop the lot below the minimum tree density requirements on SFR/DPX platted lots, as outlined in Section 11.03.01.A.

E. *Removal of protected trees.* Protected trees removed under this section shall require replacement on MFR/COM and IND properties per Table 11-2 and on SFR/DPX properties per Table 11-4 if the tree was originally preserved or planted to meet a requirement of this Chapter or the tree removal would cause the property to no longer meet the minimum tree density standards outlined in Section 11.03.01.A. Upon receipt of a completed application and verification on-site by a certified arborist or the Land Use Administrator, the Land Use Administrator may permit the removal of the following protected trees:

1. Dead, severely diseased, or severely injured trees, as determined by a certified arborist or the Land Use Administrator.

2. Trees that pose imminent danger to the health, safety, and welfare of the public and cannot be corrected through standard arboricultural procedures, as determined by a certified arborist.

3. Trees that pose a sight distance visibility problem along any public right-of-way.

4. Any pine tree within 30 feet of a structure or within a distance from a structure less than the tree's height may be removed as a safety precaution provided the property owner where the tree is located agrees to the removal and applies for the permit.

5. Trees causing structural damage to a foundation, driveway, parking lot, patio, wall, water or sewer line, or which interfere with the construction or repair of public infrastructure or facilities that cannot be corrected by standard arboricultural means.

F. *Tree removal on developed residential lots.* On developed lots zoned SFR, DPX, or EST all provisions of Section 11.02.05.D.2. and Section 11.02.05.E. would apply as well as the requirements to maintain the minimum tree density as outlined in Section 11.03.01.A. The following additional requirements also apply:

1. Protected trees, except specimen and historic trees that are in excess of the minimum tree density for the lot, can be removed without mitigation, but those not in excess of the minimum tree density require replacement per Table 11-4.

2. Removal of a, protected, specimen or a historic tree shall be mitigated as follows:

   a. A protected tree – One shade tree per table 11-4

   b. A specimen tree—One shade tree per Table 11-4.

   . A historic tree—Two trees meeting the standards of Table 11-4 with at least one tree being a shade tree.

G. *Tree thinning on MFR/COM and IND developments.* On properties where the landscaping has been planted for a minimum of ten years or where the property owner has retained or planted more trees than required by this chapter and meets all of the standards of this chapter; tree thinning of overcrowded trees may be requested by the property owner or designated agent upon submittal of a report by a certified arborist to the City. After review, the Land Use Administrator may approve or conditionally approve a thinning of the overcrowded trees when the intent of the original landscape plan and this chapter would still be met by the removal of such trees, and where:

1. Required trees have matured and grown to such a size and density that tree thinning would be the most prudent methodology for maintaining the health and vibrancy of the trees; or
2. Trees in excess of the required minimum have matured and grown to such a size and density that tree thinning would only have an insignificant impact on the overall landscaping of the site.

Preference for removal shall be given to trees having poor structure, root issues, or in declining health. Tree replacement and mitigation are not required after tree thinning.

H. *Requirements suspended.* During a declared emergency, the Land Use Administrator may suspend the requirements of this subsection.

11.02.06. *Tree mitigation standards.* Applicants are strongly encouraged to preserve as much of the existing vegetation as possible. Therefore, existing protected trees are counted toward meeting the landscaping requirements for a site. By saving protected trees, rather than planting new ones, applicants can achieve the minimum planting requirements in a more efficient and economical manner.

Tree mitigation for all protected, specimen, and historic trees for MFR/COM and IND developments shall be provided as shown in Table 11-2 and for SFR/DPX properties shall be provided per Table 11-4. The property owner shall be responsible for the cost of mitigating the trees removed from the property by preserving existing trees, replanting trees on site, or paying a like fee to the tree bank fund (while still maintaining minimum tree density requirements).

Table 11-2: Tree Mitigation Requirements for New MFR/COM and IND Development

Protected Trees	Specimen Trees	Historic Trees	Palm Trees
70% of the predevelopment tree inches removed from the required perimeter buffer areas of the site. Minimum replacement tree size shall be 2½" caliper.	70% of the tree inches removed from the site. Minimum replacement tree size shall be 3" caliper.	100% of the tree inches removed from the site. Minimum replacement tree size shall be 3½" caliper.	40% of palms removed from the site. Minimum replacement shall be 8' clear trunk palms (preferably Sabal Palms).

11.02.07. *Tree bank fund established.*

A. If due to site conditions or configuration, it is impossible or impracticable for the property owner, applicant, or developer to meet the requirements for tree density and/or replacement on-site, the property owner, applicant, or developer shall pay fees of equivalent value into the tree bank fund or plant the trees off-site upon approval of a suitable site or sites by the City. The tree bank fund shall be a separate account set up and shown in City financial records in which all receipts are detailed. All monetary contributions paid to the tree bank fund pursuant to this section shall be used exclusively for the design, planting, or replacement of trees on public lands. Funds may also

be used for relocating trees onto public lands. Funds may also be used for the design and installation of irrigation systems, mulching, arboricultural practices, and staking for these trees.

B. Valuation of contributions to the tree bank fund shall be based on the caliper size and height, if applicable, of the required hardwood tree replacement and quantity of the required palm trees in accordance with City standards. The valuation of cost shall include the current market value of similar type trees and include the following costs: tree cost, delivery, labor to install, mulching and staking.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.03. - Landscaping, Buffers, and Irrigation Requirements.

11.03.01. *General landscaping requirements.*

A. *Tree density requirements.* All developments shall be required to provide one tree for every 2,500 square feet, or major fraction thereof, of property area, excluding ponds, lakes and canals.

B. *Preserved trees.* Preserved trees, including those within wetland or associated upland buffer areas, may be counted towards the tree density requirements as long as they are, at a minimum, the same size as the required new trees (refer to Table 11-4). The trees must be in good structural condition and health and the root zone shall be protected during the construction phase of the project.

C. *Protected trees and plants.* The use of protected trees, understory trees, shade trees, accent plants, shrubs, and groundcovers is required to partially or totally satisfy the planting requirements of this chapter. MFR/COM, IND and SUBD developments may use existing healthy pine trees(non-native and invasive pines are not counted for credit), 6 inches diameter and over to meet the minimum tree requirements; however, no more than 25 percent of the pine trees may be credited. The Land Use Administrator may approve alternate plantings if the purpose and intent of this Chapter are met and a nuisance or environmental hazard is not created.

D. *Native vegetation.* Use of native plants and plant species that conserve water, adapt to local conditions, and are drought tolerant are required for all new landscaping. MFR/COM, IND and SUBD developments are required to use reuse water if available. If not available, developments shall plant at least 50 percent of the pervious area of the site with native plants or plants and sod that conserve water, adapt to local conditions, are noninvasive or nuisance species, and are drought tolerant.

E. *Alternative landscape betterment plan.* Where an applicant with a unique or difficult site to develop based on the shape of the lot or its developable area, as determined by the PLDRB or City Council, is unable to meet some of the specific landscaping standards in Chapter 11, the applicant may propose an alternative landscape betterment plan with at least the same quality of required plants and the same amount of landscaped area, but in a revised location or design layout. The applicant must also provide at least two landscape hardscape features not otherwise required that are pedestrian friendly, such as fountains, benches or art work designed to withstand outdoor use. The PLDRB or City Council may approve or conditionally approve the alternative landscape betterment plan if the proposed changes will provide at least as much public benefit, screening from rights-of-way and adjacent properties, and aesthetic appeal as if the landscaping standards were strictly followed. All Tier 1 Technical Site Plans having a landscape betterment plan shall be reviewed by the PLDRB.

F. *Freestanding sign landscaping.*

1. All monument signs shall have shrubbery or flowers planted around the perimeter of the sign extending 3 ft minimum. Signs shall be located so as to provide both adequate visibility from

the public rights-of-way, meet the Florida Department of Transportation Standards for Sight Triangles and Sight Distances, and preserve protected trees.

2. If freestanding signage cannot be shifted within the buffer to allow the required room for screen plantings between the sign and the outside parking envelope area without obscuring visibility to the sign, then the City shall allow a ten-foot radius from the base of the freestanding sign in which lower accent plantings are allowed in lieu of the screen plantings.

G. *Retention and detention ponds.* Stormwater retention/detention ponds shall be naturally shaped with rounded corners, having a minimum radius of seven feet for ponds between 2,500 and 10,000 square feet, and a minimum radius of least a 12 feet for ponds greater than 10,000 square feet, and without geometric straight sides where possible. All wet ponds shall incorporate a combination of aquatic and non-aquatic native plants around the perimeter of the pond to filter runoff of fertilizers, herbicides, and pesticides. This wet pond planting area shall have a minimum area equal to 15 percent of the perimeter of the pond multiplied by 7½ feet. (For example, a pond with a 200-foot-long perimeter would have a wet pond planting area of 225 square feet that could be planted as a five-foot-wide strip 45 feet long.) Alternatively, the applicant may plant some or all of the wet pond planting area within the pond as littoral zone plantings.

H. *Screening plantings.* Above ground structures such as: dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, ground-mounted HVAC units, transformers, generators, storage sheds, lift stations, utility cabinets, electrical panels, or ground-mounted cable/satellite television equipment; shall have a medium screen planting, as described in Table 11-4. If the structures are in areas that are visible from an improved public rights-of-way, a medium screen planting as described in Table 11-4 shall be provided between the structures and the rights-of-way. If the structures are in areas that are visible from a parking lot or abutting property without an intervening buffer, fence, or wall, then a medium screen planting, as described in Table 11-4, shall be provided between the structures and the parking lot or abutting property. On transformers, lattice may be used for screening instead. Where vegetation is planted, it shall be setback sufficiently so that at maturity it still meets the Florida Power and Light minimum setbacks from the transformers. All Screening shall be set back from mechanical equipment shall be set back 3 feet.

I. *Plan submittal requirements.* Landscape and irrigation plans shall be submitted for all MFR/COM, IND and SUBD developments and shall be prepared by a Florida registered landscape architect or other licensed professional authorized by state law to prepare such plans. SFR/DPX development landscape plans shall also be required, but do not need to be prepared by a landscape architect.

J. *Street trees and median planting.*

1. In all subdivisions, exclusive of those for SFR/DPX lots, and other developments involving the creation of new streets or shared private access roads, street trees shall be planted in the rights-of-way or a median, unless the Land Use Administrator determines that a conflict exists between trees and utilities located in the rights-of-way, or that sight distances or recovery zones are not in compliance with sound and generally accepted engineering practices and principles. In such cases, the street trees shall be planted outside of the rights-of-way.

2. If street trees are to be located outside of the rights-of-way, trees shall be planted no farther than ten feet outside of the right-of-way line or abutting utility easement, and shall be perpetually maintained. All property owners' associations' covenants and restrictions shall include this requirement, and all property owners shall comply with this paragraph. Street tree plantings shall be in accordance with City standards.

3. Street trees may be included to satisfy the minimum requirements for tree density and buffers.

K. *Utility lines.* Shade trees shall not be planted under or within 15 feet horizontally of overhead power lines. Underground power lines, cable TV, and phone line clearance to trees shall be as specified by the utility providing the lines. Water mains shall be separated a minimum distance of ten feet from shade trees. Distances less than ten feet shall be reviewed and approved by the City. Understory trees that do not attain a height of no more than 14 feet, or that can be maintained below that height by pruning, may be planted under utility lines.

L. *Sight triangles.*

1. Where landscaping is proposed within a sight triangle at an intersection, landscaping shall be planted and maintained so that an unobstructed cross-vision is provided at a vertical level between two feet and seven feet, as measured from the centerline of the adjoining road. Trees may be permitted within the sight triangle, at the discretion of the Land Use Administrator, if the trees have a single trunk and foliage is kept trimmed between two feet and seven feet.

2. The dimensions of the sight triangle shall be as shown in Table 11-3, unless the Land Use Administrator determines other standards in the Florida Department of Transportation Standards for Sight Triangles and Sight Distances are more appropriate, based upon specific traffic or site conditions. The first distance in the table is for the leg along the proposed roadway, and the second distance is for the leg along the existing roadway that the new roadway will intersect. For example, if a proposed driveway will be located along an arterial roadway, choose "Driveway" in the second column and follow it to the right under "Arterial". In this case the leg distance would be 15 feet along the proposed driveway and 50 feet along the arterial roadway.

Table 11-3: Sight Triangle Dimensions Along Driveways and Roadways

		Leg Distance on Existing Driveway or Roadway (see the four columns below)			
		Driveway	**Local Road**	**Collector**	**Arterial**
Leg Distance on Proposed Driveway or Roadway (see column to the right)	**Driveway**	15'/15'	15'/15'	15'/15'	15'/50'
	Local Road	15'/15'	15'/15'	15'/35'	15'/50'
	Collector	35'/15'	35'/15'	35'/35'	35'/50'
	Arterial	50'/15'	50'/15'	50'/35'	50'/50'

Note: The first leg distance listed is the leg along the curb line of the proposed driveway or roadway and the second distance listed is along the curb line of the existing driveway or roadway where the proposed driveway or roadway will intersect. The third leg of the triangle would be a line connecting the furthest points of the two legs. There will be two sight triangles for "T" intersections and four sight triangles for full intersections.

M. *Landscape review for single-family subdivisions by certified HOAs.* A Homeowners Association, or Property Owners Association (HOA) may apply to the City for annual certification to allow deferral of City review of single family home landscape plans and landscape inspections to a certified HOA for the construction of new single-family homes, additions and accessory structures within a subdivision.

HOA certification will be valid for one calendar year from date of certification, and certified HOAs may apply for recertification annually. In order to be certified or recertified, a HOA must provide the following to the City:

1. Covenants and Restrictions or deed restrictions with landscaping requirements that meet or exceed the City's minimum landscape requirements for single-family homes.
2. Proof that the HOA has an Architectural Review Committee or its equivalent that will review landscaping plans for all new single-family homes within its subdivision.
3. Proof that HOA inspects and enforces its landscape requirements.

Approval of certification or recertification does not preclude the City, at its discretion, from conducting evaluation audits which may include landscape inspections, landscape plan review or other applicable evaluations to ensure City Landscape requirements are being enforced. Certification may revoked at any time for non-complying HOAs. Certification does not include the review and inspection for tree removal, fire mitigation, perpetual care, and landscaping and irrigation systems in common areas. The City reserves the right to enforce all provisions of City Codes, including this section. Every certified HOA must provide every ARC approved landscape plan to the City.

11.03.02. *Specific landscaping requirements for developments.*

A. *MFR/COM developments.*

1. *Foundation plantings.* Foundation plantings are intended to soften buildings and improve their aesthetics. Planting beds with a minimum width of four feet shall surround a minimum of 70 percent of the building elevation excluding areas adjacent to building entry doors, fountains, benches and sculptures. Bed lines, where practicable, shall be curvilinear and wrap the corners of the structure with shrubbery plantings no closer than three feet from the building. Screening that is at least four feet wide around loading areas, dumpsters, and mechanical equipment running parallel to the adjacent building elevation may be counted towards these requirements. On sites located along specially designated road segments or roads, as listed in Table 11-5, an average minimum foundation planting bed width of eight feet shall be provided. In this area, a minimum of two different heights of plant material shall be used along with understory trees at the rate of one tree per 50 lineal feet of building wall length. These planting beds shall be located in the most visible areas. The following may be used in order to provide some alternatives to foundation plantings:

    a. *Architectural design.* Foundation planting requirements for multifamily and nonresidential buildings may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

    b. *Landscape design.* Alternative foundation plantings may be permitted (e.g., architectural planter, pots, etc.) or allowed to be relocated along an alternative building elevation by the Land Use Administrator and applied as a credit towards meeting the foundation planting requirement, if demonstrated and determined that the methodology is of equal benefit to the general public and appropriate automatic irrigation facilities are provided.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures must be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

B. *IND developments.*

1. *Foundation plantings.* Planting beds at least four feet wide shall be planted adjacent to at least 60 percent of front building elevations, 25 percent of street side building elevations, and ten percent of interior side building elevations, but are not required along rear elevations. Areas adjacent to building entry doors, benches, fountains or sculptures are excluded from these calculations. The following may be used in order to provide some alternatives to foundation plantings:

a. *Architectural design.* Foundation planting requirements may be reduced by the Land Use Administrator, when it is determined that building façade massing techniques, beyond the minimum architectural standards described in Chapter 13, provide a benefit similar to foundation plantings.

b. *Landscape design.* Foundation planting may be relocated along an alternate building elevation if the Land Use Administrator determines that mitigating circumstances are present (e.g., limited depth to the property or the property has an unusual shape) and the alternate location provides equal or greater benefit to the general public.

2. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

C. *SUBD developments.*

1. *Common area.* Common areas within subdivisions including, but not limited to: entrance ways, recreation areas, gateways, and street islands; shall maintain the same tree density standards as required in Section 11.03.01.A. and the same minimum planting standards as shown in Table 11-4.

a. Temporary sales trailers are required to be skirted and have a short screen planting as defined and described in Table 11-4 with temporary irrigation around all sides visible to the public plus two understory trees, to improve its aesthetics.

b. Unless an easement for perpetual maintenance is provided, buffer planting areas, if required, shall be provided in the common areas of the subdivision and not on individual private lots.

c. Provisions for maintenance of common areas and conservation/wetland areas shall be made through covenants and restrictions or other means.

2. *Landscape buffers.* For subdivisions fronting any of the specially designated road segments or roads as noted in Section 11.03.05.B., Type B or G landscape buffers shall be required.

3. *Wildfire hazard assessment.* The development may be required, at the determination of the Land Use Administrator based on a Forest Resource Assessment and Strategy Map, to include a wildfire hazard assessment for the site prepared and certified by a forester, wildfire

mitigation expert, or landscape architect. If the site is determined to be in a medium or higher wildfire hazard area, certain measures shall be required to be implemented prior to the issuance of a certificate of occupancy of the building. Wildfire mitigation shall be in accordance with City standards.

D. *SFR/DPX developments.*

1. *Number and type of trees.*

a. At least one tree shall be provided for each 2,500 square feet of lot area, or major fraction thereof, excluding ponds, lakes, and canals, per Section 11.03.01.A. On lots one acre or larger this minimum tree planting standard shall only be based on the portion of the lot being developed with buildings, swimming pools, pavement, or new landscaped areas including turf.

b. Regardless of lot size, a minimum of one shade tree shall be provided, preferably in the front yard. At least two shade trees shall be provided on lots at least one-third acre but less than two-thirds-acre, three shade trees shall be provided on lots two-thirds-acre but less than one acre, and four shade trees shall be provided on lots one acre or larger.

2. *Foundation plantings.*

a. Residential homes shall provide foundation plantings consisting of 16 shrubs as described in table 11-4. On interior lots, eight shrubs shall be planted in front of the home, and four shrubs planted on each side of the home. On corner lots, six shrubs shall be planted on each side of the home facing a street, and four shrubs planted on the interior side of the home. When the rear yard of a home faces a saltwater canal, lake, or golf course, an additional four shrubs shall be planted along the rear of the home.

b. All of these required shrubs shall be planted between 2½ and eight feet of the home's foundation.

c. The corners of the house shall be wrapped with shrubbery or have an understory tree planted there. Shrubbery shall be selected using varying heights to accent and soften walls.

3. *Minimum planting requirement.* There shall be a minimum planted area or preserved existing native vegetation area of 60 percent of the pervious open space. The remainder of the pervious open space area may be decorative gravel or decorative crushed stone commonly used for landscaping purposes, or mulches. All swales in rights-of-way shall be sodded.

11.03.03. *Tree and plant types, sizes, and quality.*

A. *Trees, shrubs, and groundcovers.* All trees, shrubs, and groundcovers shall meet or exceed the standards of a Florida No. 1 or better quality as set forth in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture. Damage to any tree, shrub, or ground cover that puts the plant material at risk of not surviving due to the injury, is grounds for rejection. The planting requirements at time of installation are listed in the following table:

Table 11-4: Minimum Planting and Maintenance Requirements

Type of Development	Shade Trees	Understory Trees	Shrubs and Groundcovers	Accent Plants

MFR/COM, IND and SUBD	Caliper: 3½" Hardwoods or3 sabal palm trees at 8' clear trunk are required to replace 1 shade tree.	Caliper: 1½" Minimum container: 30 gallon-In parking lot islands minimum height shall be 12'—14'.	Shrubs: 3 gallon Groundcover: 1 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option shrubs shall achieve a minimum height of 3' within 2 years. Medium screen planting: shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing installed that achieves within 2 years a minimum height of 3½'. Tall screen planting: shrubs 5' in height and 60% opacity installed that achieves within 2 years a minimum height of 6' and opacity of 80%.	Dwarf to medium 3-gallon container shrubs. Height: 12" minimum at time of planting.
SFR/DPX	Caliper: 2" Hardwood or 3 sabal palm trees clustered at 8' clear trunk are required to replace 1 shade tree.	Caliper: 1" Minimum container: 15-gallon	Shrubs: 3 gallon Short screen planting: shrubs 2' in height, 3-gallon container, and maximum 3' on-center spacing or shrubs 2½' in height, 7-gallon container, and maximum 4' on-center spacing. For either option, shrubs shall achieve a minimum height of 3' within 2 years.	None required

Notes
1. A ten-percent tolerance level may be provided to the above minimum plant sizes to reflect plant variability, or 20-percent tolerance level during times of extremely limited plant availability, at the determination of the Land Use Administrator.
2. Short, medium and tall screen plantings shall be non-deciduous, always maintained to meet their minimum height and opacity standards, and if planted on a berm, the berm may count towards the screening height.
3. Trees shall be allowed to grow to their natural height and typical shape in MFR/COM, IND and SUBD Developments.
4. In the case of mitigation for a historic tree on SFR/DPX properties, also see Section 11.02.05.F.2.b.

1. Existing trees shall count towards any tree requirements as noted in this Chapter if:
   a. The trees are equal to or greater than the minimum sizes in Table 11-4;
   b. Are in good structural condition and health; and
   c. The root zone is protected during the construction phase of the project.
2. For MFR/COM, IND and SUBD developments a cluster of three palm trees or one date palm with a minimum of 8 ft of clear trunk may replace up to 25 percent of the required shade trees, at the ratios shown in this Chapter. Where an architectural theme in an MFR/COM or SUBD development has a dominant tropical design, clusters of three palm trees may replace 50 percent of the required shade trees with the same spacing requirements. On SFR/DPX developments, clusters of three palm trees may replace up to 50 percent of the required shade trees, but in all cases at least one shade tree shall be provided.

B. *Turf.* Grass areas shall be planted with sod in a species normally grown as permanent lawns in East Central Florida. Newly installed Bahia sod shall be healthy and have no more than 20 percent

weeds or unlike grass species. Newly installed St. Augustine, Seashore Paspallum, Bermuda, and Zoysia sod shall have no more than five percent weeds or unlike grass species. For newly installed turf where irrigation is not provided, grass species shall be Bahia grass or Bermuda grass where appropriate. All areas of a disturbed site not otherwise landscaped or not left in natural native vegetation shall be grassed, or mulched, at a minimum.

11.03.04. *Parking lot landscaping requirements.*

A. *Screening.* Screening from the right-of-way and adjacent properties in the form of a short screen planting, as defined herein, is required for off-street parking lot areas where the perimeter buffer does not already include one. The height shall be measured from the top of the adjacent parking surface, and if planted on a berm, the berm height can be included towards the minimum height.

B. *Internal parking lot landscaping.* Internal parking lot landscaping shall comprise an area equal to a minimum of ten percent of the vehicular use area excluding those areas beneath vehicular canopies, such as a bank drive-thru or a convenience store with gas pumps. The vehicular use area is the total area of all parking stalls, drive aisles, and access ways within the limits of the property being developed. Sites zoned industrial can exclude vehicular use areas designated for heavy-duty truck parking, loading, and maneuvering from these calculations.

1. *Landscape islands.*

a. A qualifying island or planting area shall contain at least one tree per landscaped island. Shade trees shall only be planted in islands having at least nine feet in width and at least 300 square feet of island area per tree, except for median islands described in Section 11.03.04.B.2.a.(1).

b. Required islands shall be a minimum of 150 square feet in area and shall have one understory tree unless the island is large enough for a shade tree, or a grouping of three palms.

2. *Placement of landscape islands.*

a. No more than five consecutive parallel parking spaces may be constructed without separation by a vehicular use area landscape island, and no more than ten consecutive parking spaces may be constructed without separation by a landscape island, except as specified below:

(1) Where shade trees are planted at a minimum of 50 feet on-center the length of a center island located between two rows of parking spaces ("median island"), the median island shall have a minimum planting width of eight feet. If understory trees or a cluster of three palm trees are planted instead, the median island shall have a minimum width of five feet with the understory trees or clusters of three palms spaced a minimum of 30 feet on-center.

(2) Where a minimum of an additional five feet of buffer width is provided, in addition to any required perimeter buffer width, along the outside edge of the parking lot adjacent to the parking spaces, with shade trees planted at a minimum of 50 feet on-center.

b. If stabilized grass parking is approved, the parking spaces shall be delineated with parking stops and the required vehicular use area islands shall be provided.

c. All parking rows ending adjacent to drive or parking aisles shall be terminated by a landscape island ("terminal island") that is at least five feet in width.

3. *Design requirements for landscape islands.*

a. Where light poles or flagpoles are placed in landscape islands that contain shade trees, the minimum size of those landscape islands shall be increased by 150 square feet, and the pole shall be located at least 15 feet from the shade tree.

b. Curbing shall be installed around the perimeter of all landscape islands that abut paved parking or drive aisles. Where the landscape islands abut stabilized grass parking, pressure-treated timbers (minimum size of six inches by six inches), securely attached with rebar to the ground, are allowed in lieu of the curbs. Curbing or areas beneath the pressure-treated timbers shall not be counted towards the landscape island areas.

c. The Land Use Administrator may supersede specific landscaping standards in this subsection when they conflict with concerns expressed by the Fire Department or utility providers regarding public safety.

d. Landscape islands shall have at least one tree credit for every 165 square feet of required internal parking lot landscape areas; with understory trees receiving one tree credit, clusters of three palm trees receiving 1½ tree credits, and shade trees receiving two tree credits.

4. *Alternate planting requirements for parking lot islands.* The following specific planting requirements relate to internal parking lots:

a. In lieu of providing the minimum open space in a parking lot island, the Land Use Administrator may approve one or more of the following practices:

(1) Structural soils;

(2) Structural bridging under sub-base and pavement areas;

(3) Soil trenches/root paths that allow roots to access larger soil areas; or

(4) Other methodology, such as pervious pavers, that provide adequate means for tree roots to properly grow.

b. Upon submittal and approval of design plans and specifications of an alternate means of rooting area under a paved surface, the minimum parking lot island planting area as required in this section may be reduced. Structural soil specifications shall comply with City standards.

5. *Driveway medians.* A landscaped island ("driveway median") may be installed to separate the ingress and egress driveways of an access way. This driveway median shall meet the planting and design requirements for landscape islands.

6. *Flexibility.*

a. The Land Use Administrator may permit the use of architectural planters to provide partial credit towards landscape island/area requirements, if found to be of equivalent public benefit and where no other practical options exist.

b. The Land Use Administrator may permit more than ten contiguous parking spaces without an island in order to promote tree preservation or when unique site circumstances exist, such as redevelopment.

c. The Land Use Administrator may reduce the minimum area for parking lot islands if it is determined adequate tree rooting area is provided below the pavement area, per the City Technical Manual.

7. *Related standards.*

a. For large scale commercial centers, see Sections 4.15.03.B. and 4.15.03.C.

b. For screening of mechanical equipment, utilities and storage areas, see Section 13.04.07.A.

11.03.05. *Landscape buffer requirements.*

A. *Buffer type determination.* Determining perimeter buffer requirements for a site consists of a two-step process:

1. Use Table 11-5 to determine the type of buffer required.
2. Use Table 11-6 to find the design standards for the particular buffer required.

B. *Perimeter buffer requirements.* Table 11-5 shows the perimeter buffer types required based on the zoning of the subject property and the adjoining zoning/use. The zoning of the subject property is shown on the second row with the black background and the adjoining zoning/use is shown on the left-hand column. To use Table 11-5, go along the second row to find the subject property's zoning and then go down that column to where it aligns with the same row as the adjoining zoning/use. For example, if the proposed development is located on land zoned "IND-1" and the abutting land is zoned "MFR-1" then use the "IND" column at the right-hand side of the table and follow it down to the row labeled "MFR", which would require a perimeter buffer type "D", "E", or "F".

Table 11-5: Perimeter Buffer Requirements[5]

	Zoning of Proposed Development				
	AGR, PRS, P & G	**SFR, DPX, EST**	**MFR, MHD**	**OFC, COM, MPD[1], PSP[2]**	**IND**
Adjoining Zoning/Use (shown below):					
AGR, PRS, P&G	None	None	None	None	None
SFR, DPX, EST	None	D, E or F[1A]	D, E or F	D, E or F	D, E or F
MFR, MHD	None	D, E or F[1A]	C	D, E or F	D, E or F
OFC, COM, MPD [1], PSP [2]	None	None	C	C	D, E, or F
IND	None	None	C	C	C
Non Specially Designated Roads	None	A	A	A	A
Specially Designated Segments Palm Coast Parkway, Palm Harbor Parkway and Colbert Lane [3]	None	B	B	B	B

Other Specially Designated Roads or Segments Thereof [4]	None	G	G	G	G
Retention Pond, Lake, or Canal	None	None	None	C	D, E or F

[1] In the MPD zoning district the requirements shall revert to the underlying zoning district or use for the subject property, as described within the MPD Agreement.
[1A] Buffer requirements only when the Finished Floor Elevation differs by 2' or more.
[2] Requirements in the PSP zoning district shall revert to the existing or proposed use on the property, as determined by the Land Use Administrator.
[3] Segments are limited to Palm Coast Parkway east of I-95, Palm Harbor Parkway south of the Hammock Dunes Bridge, and Colbert Lane from the south right-of-way line of Palm Coast Parkway SE to 2,200 feet to the south.
[4] Other specially designated roads or segments thereof, include the following: Belle Terre Parkway, Belle Terre Boulevard, Colbert Lane (segment north of Palm Coast Parkway SE and segment more than 2200 feet south of Palm Coast Parkway SE), Cypress Point Parkway, 1-95, Matanzas Woods Parkway, Old Kings Road, Palm Coast Parkway (segment west of 1-95), Palm Harbor Parkway (segment north of the Hammock Dunes Bridge), Pine Lakes Parkway, Royal Palms Parkway, S.R. 100, Seminole Woods Parkway, U.S. 1, and White View Parkway.
[5] Land Use Administrator may add landscaping from other buffer areas to create more impactful buffer.

1. For nonresidential uses, a perimeter buffer will not be required between two or more newly created adjoining lot lines when subdividing a parcel of land that has an existing development or an approved site plan. (For example, two outparcels in front of a shopping center with an anchor tenant building.) In order to qualify, the existing or approved project and future developments on the proposed lots must have approval for a unified or master site plan that incorporates shared facilities including: access, stormwater facilities, and connectivity.
2. The double-frontage lots fronting along Palm Coast Parkway SE or Palm Coast Parkway NE and fronting along the City un-named right-of-way, located about 350 feet south of Palm Coast Parkway NE and extending east from Florida Park Drive to the Intracoastal Waterway, do not have to provide any buffers along the City un-named right-of-way.

C. *Buffer design standards.* The required buffers shall meet the following landscape standards:

Table 11-6: Buffer Design Standards

Type	Width[1]	Shade Trees per Linear Feet	Maximum Shade Tree Spacing per Linear Feet	Understory Trees per Linear Feet	Short Screen or Tall Screen	Accent Planting per Linear Feet	Decorative Wall/Fence
A	10'	1/50'	75'	1/50'	Short Screen	N/A	N/A
B	35'	1/50'	75'	1/50'	Short Screen	30/100'	N/A
C [2]	10'	1/50'	75'	Optional	Short Screen [3]	N/A	N/A
D [2]	10'	1/50'	75'	Optional	Not Required	30/100'	Decorative Wall
E [2]	20'	1/50'	75'	Optional	Tall Screen	N/A	Optional

F [2]	15'	1/50'	75'	Optional	Not Required	30/100'	Fence
G	25'	1/50'	75'	1/50'	Short Screen	30/100'	N/A

[1] A 35-foot Buffer B may be averaged with a minimum width of 25 feet and maximum width of 45 feet, and a 25' Buffer G may be averaged with a minimum width of 20 feet and a maximum width of 30 feet.

[2] Where an adjoining lot is undeveloped, shade tree spacing in the subject lot's adjoining buffer shall be increased to one per 75 linear feet and maximum spacing increased to 90 feet. Where an adjoining lot has been developed with an adjoining buffer having shade trees, the subject lot shall have understory trees planted that are staggered between the shade trees.

[3] Not required if the adjoining property has already been developed with the shrubs already planted, or where multi-family, office, or commercial uses are adjacent to any pond, lake, canal or waterway and the view would be an enhancement for the proposed project while not negatively impacting neighboring properties, as determined by the Land Use Administrator. Also, not required when industrial properties are adjacent to each other, except where a parking area is unscreened and adjacent to the buffer.

1. Landscape buffer areas shall be located at the perimeter of the site. Plantings shall not be located in any portion of a public or private right-of-way or drainage easement, unless permitted by a landscape easement. Short, medium and tall screen plantings may be located between the minimum landscape buffer area and the parking lot, building, structure or equipment they are intended to buffer. If not screening parking areas or other areas required to be screened, these screen plantings can be incorporated into the required foundation plantings.
2. At least 50 percent of the existing native vegetation shall be preserved within the landscape buffer area. Preserved native vegetation within the buffer shall be hand cleared of vines, debris, and dead branches to present an attractive transition from maintained to natural. If native vegetation is not present, is insufficient to meet the screening required by this section, or the Land Use Administrator has determined that it must be removed due to required site grading or existing utilities, then plant material shall be installed to meet the buffer requirement.
3. When calculating the required number of trees and shrubs within a buffer, the width of access ways or easements running perpendicular to the buffer shall be subtracted from the property length.
4. Understory trees may be used in lieu of shade trees where noted in Table 11-6 as "Optional"; however, no more than 25 percent of the required trees may be understory trees. Unless limited by utility easement, then shade trees may be permitted at maximum required percentage as determined by Land Use Administrator.
5. Where accent plants are required, no more than 30 percent of the planting bed area shall be comprised of groundcover plants.
6. Uses within buffers:
    a. Buffer yards shall be limited to passive recreation and may contain pedestrian or bicycle trails and public amenities such as decorative fountains, artwork, and similar structures.
    b. Mechanical equipment or structures, directional signs, and backflow preventers may be allowed in perimeter buffer areas pursuant to approval by the Land Use Administrator.
    c. In a buffer ten feet or less in width, none of the required buffer area may be used for stormwater retention/detention. In a buffer 15 feet in width, no more than 33 percent of the required buffer area may be used for stormwater retention/detention. In a buffer 20

feet or more in width, no more than 50 percent of the required buffer area may be used for stormwater retention/detention. These ratios shall be reduced if insufficient room is left for plantings.

d. A required buffer shall be at least 15 feet wide before it can be encumbered by the partial overlap of a sidewalk or utility easement running parallel to the buffer, and the overlap shall not exceed one-third of the required buffer width. This ratio may be reduced if stormwater retention/detention areas are also in the buffer or if there is insufficient room for plantings.

7. Decorative walls and fences, when required, shall be six feet in height and comply with the material and design requirements (see Section 4.01 for material and design requirements for walls and fences).

D. *Miscellaneous buffer requirements.*

1. *Vehicle display areas.* For automotive, recreational vehicles, motorcycles, motorized watercrafts, and other similar displays, a maximum of 33 percent of the frontage short screen plantings may be reduced to a height of 12 inches at time of planting if a minimum height of 16 inches shall be achieved within two years and maintained at such height. The balance of the short screen planting shall be installed and maintained per the height standards in Table 11-4.

2. *Frontage road buffers.* Frontage roads that parallel the main road serving a site may encroach into a front landscape buffer if no less than ten feet of the required buffer is provided on the development side of the frontage road with the remaining footage of the buffer width on the side of the main road.

3. *Fleet rental parking buffers.* Fleet rental parking spaces (excluding spaces limited to the renting of automobiles or pickup trucks) shall be located to the side or rear of the building and screened with a tall screen planting.

4. *Phased projects.* Any development that proposes phasing shall be required to provide perimeter buffer plantings adjacent to existing development and rights-of-way that are visible to the general public. If existing trees and vegetation are sufficient to provide this buffer, they may be used to satisfy this requirement. The certificate of occupancy for the initial phase shall not be issued until the buffer plantings have been provided.

11.03.06. *Irrigation requirements.*

A. *Requirements by type of development.*

1. *MFR/COM, IND:* These developments shall meet the irrigation design standards contained in this section.

2. *SUBD:* Irrigation systems for all common areas of a subdivision, including planted medians, shall be designed and installed with the subdivision infrastructure in accordance with this section. If the owner elects, the planting and irrigation of street trees on individual lots may be postponed until the lot is developed.

B. *Design standards.* Irrigation systems shall meet all City irrigation design standards as well as the following:

1. *Water conservation.* Irrigation systems shall be designed in such a way as to minimize runoff or spraying of irrigation water onto roadways, driveways, and adjacent properties that are not under the control of the owner. The irrigation systems shall be designed to locate plants into water use zones having the same irrigation needs.

2. *Water source.* Non-potable water use demands shall be met using water of the lowest quality supply that is both available and feasible for the intended application, as determined by the Land Use Administrator. Water reuse or water reclamation programs, if available, shall be used to reduce groundwater or surface water withdrawals for water use applications which do not require potable water. The following are the water source priorities of the City from highest preference to lowest preference:

    a. Reclaimed water.

    b. Stormwater, lake, or canal.

    c. Groundwater (well).

    d. Potable water.

3. *Temporary irrigation.* All landscape installations shall make necessary provisions for watering to establish and guarantee plant survival. Sites with these types of irrigation systems shall use super absorbents in the planting backfill as well as native plants or xeric plants and trees. A watering schedule shall be submitted. For an example, see the University of Florida Extension publication ENH856 - Tree Specifications for Planting and Shrubs in the Southeastern United States. Specifications shall be included to provide one of the following:

    a. Automatic irrigation;

    b. Hand watering via hose bib or other water source;

    c. Water truck hand watering; or

    d. Automated water bags.

4. *Irrigated areas.* The irrigation system, unless temporary, shall have mainlines and lateral lines buried underground and designed to provide adequate irrigation to all landscaped areas except for areas of existing native vegetation or planting areas comprised of vegetation that conserves water, is adaptable to local conditions, and is drought tolerant.

5. *Backflow prevention.* Irrigation systems connected to a potable water source shall have a backflow prevention assembly installed as required and approved by the Land Use Administrator. Permitted wells shall have a serviceable double-check valve as required and approved by the Land Use Administrator. See Chapter 9 for these requirements.

6. *Moisture sensing device or smart irrigation system.* All irrigation systems shall have an operational moisture-sensing device or a smart irrigation system such as a rain detection device.

11.03.07. *Installation of plants.* All landscaping is to be installed in a professional manner following good nursery practices as set by the Florida Nurserymen Landscape and Growers Association. All planting requirements shall meet or exceed the standards set forth in this chapter and the University of Florida Extension Publication ENH856 - Tree Specifications for Planting Trees and Shrubs in the Southeastern United States.

A. *Mulching requirements.* All planting areas shall be mulched with a minimum of three inches and a maximum of four inches of mulching material. The type of mulching material is subject to approval by the Land Use Administrator.

B. *Turf.* See Section 11.03.03.B. for turf requirements and quality.

11.03.08. *Compliance with approved plans; maintenance.*

A. *Compliance with approved plans.* All required plantings as shown on the approved landscape plans must be completed prior to issuance of a certificate of occupancy.

B. *Maintenance.*

1. The owner is responsible for maintaining the approved landscaping on-site in a healthy condition indefinitely. All required plant material that dies, or becomes unhealthy and is not treatable, shall be replaced within 30 days. When any plants are replaced because they are dead, diseased, or destroyed by acts of nature, they should be of the same or similar species and meet the size standards of Table 11-4.

2. Pruning standards for all tree work done in the City shall follow American National Standards Institute (ANSI) A300, Part 1 "pruning standards" as well as ANSI Z133.1-2000 standards for safety.

   a. The owner, tenant and their agents including personnel and companies who provide the tree services shall be jointly and severally responsible for following these pruning specifications and for tree damage or loss. Trees shall not be topped (hat-racking), over-lifted (lions-tailing), shaped, or significantly pruned, but shall be allowed to grow to maturity and attain their natural form so that crown development is not inhibited. Trees may only be pruned to maintain good health and growth by removal of limbs that are dead, weak, insect or disease-infested, storm damaged, crowded, rubbing other limbs, low and interfering with pedestrians or vehicles, or to maintain safe distances from utility lines.

   b. For maintenance of commercial properties, including: office, medical, retail, and industrial uses; and multi-family projects of 25 units or more, tree pruning of branches one inch or larger and at a height of eight feet or more shall only be provided by or under the direct supervision of arborists certified by the International Society of Arboriculture within Florida..

3. Adequate provision shall be made, as approved by the Land Use Administrator, for the perpetual maintenance of common areas through covenants and restrictions or other means. These requirements can be achieved through either existing tree preservation (preferred) or by planting new trees. Buffer plantings shall be planted in common areas and not private lots, unless a landscape maintenance easement is granted with adequate perpetual maintenance assurances.

4. The owners are responsible for maintaining the approved irrigation system in an operable and efficient condition in perpetuity.

5. For developed lots and the improved portions of partially developed parcels, the owners are responsible for ongoing removal of all invasive plant species, as determined by the Florida Department of Agriculture and Consumer Services "Noxious Weeds" rule set forth in the Florida Administrative Code.

6. The City may conduct periodic inspections to assure compliance with the planting and maintenance requirements of this section. If a violation is found the City will notify the owner that they have 30 days in which to replace plants and make any other necessary repairs. Continued violation after the 30 days will be referred to the Code Enforcement Board or another enforcement mechanism will be used.

11.03.09. *Construction phase/acceptance of improvements.*

A. *Construction phase.*

1. *Permit.* No site work shall commence until appropriate tree protection and erosion control measures are in place and approved by the Land Use Administrator.

2. *Pre-construction meeting.* Prior to any site clearing on MFR, COM, IND, and SUBD developments, all trees and areas with shrubs to remain shall be properly marked and barricaded as indicated in this Chapter. A pre-construction conference shall be scheduled

with the general contractor, land clearing contractor or its designee, and City staff to review specific criteria for construction.

3. *Erosion control.* Best management practices shall be utilized.

B. *Acceptance of improvements.*

1. *Certificate of occupancy.* No certificate of occupancy may be issued until all specifications on the approved plan have been attained unless the Land Use Administrator determines that an extension of up to sixty (60) days is warranted and the required landscape and irrigation are covered by a surety given to the City on a form provided by the City, in the amount of one hundred fifty (150) percent of the estimated value of the unfinished work.

2. *As-built drawings.* Landscape and irrigation as-built drawings (as-builts) are required prior to the certificate of occupancy of the project being issued in any zoning district except for SFR, DPX, and EST. The irrigation as-builts provided to the City for future reference shall include certification via signed and sealed plans by a landscape architect for location of water source, rain sensor, valves, clocks, and heads. The purpose of the irrigation as-built drawings is to provide reasonable assurance that the irrigation system is installed in accordance with City approved irrigation plans. Approximate underground pipe run locations will be acceptable in lieu of exact locations. As-builts may be bonded according to the procedure as noted in Section 11.03.09.B.1.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 11.04. - Enforcement/Remediation and Penalties.

11.04.01. *Cease and desist orders.* The Land Use Administrator may issue a cease and desist order for a maximum of two working days whenever a violation of this subpart has occurred. Upon review of the violation, the Land Use Administrator may extend the cease and desist order until the violation is brought into compliance and all resulting fines incurred as a result of the violation are paid.

11.04.02. *Correction of violation/remediation.* The City shall take the following actions when a violation of this chapter has occurred in addition to all other available code enforcement remedies:

A. *Tree replacement remediation requirements*. Each tree destroyed or significantly damaged contrary to the latest ANSI A-300, Part I standards, including removal or effective removal, shall be replaced on SFR/DPX properties pursuant to Table 11-4 by a desirable type of tree; and on MFR/COM and IND properties only, the total diameter inches of the protected trees removed shall be replaced with a minimum replacement tree size of six-inch caliper. On MFR/COM and IND properties a mitigation plan consistent with this Chapter must be submitted to the City for review. This plan may require, in part, contribution to the tree bank fund. If contribution is to be made into the tree bank fund, the monetary equivalent amount of such contribution shall be determined pursuant to Subsection 11.02.07. The mitigation plan shall also require mitigation of any other damage to the property. Each tree so damaged or removed shall be considered a separate violation of this LDC.

B. *Sites cleared without approved tree surveys.* If the site has been cleared and the trees have been removed from the site such that the Land Use Administrator is unable to determine with reasonable certainty the number of protected trees removed in violation of this subpart, the violation may be corrected or partially corrected by paying into the tree replacement fund. The Land Use Administrator will determine the appropriateness and numbers of tree replacements to be planted back on the lot upon inspection. No work shall continue until the tree replanting plan has been approved. The contributions assessed under this subsection shall be payable to the City within ten working days after assessment. All replanting shall be required to be irrigated.

C. *Clearing without construction/inspections.* Permitted projects which are cleared, and upon which construction and inspection has not occurred within six months of clearing, shall be subject to mitigation per Table 11-2, as well as stabilization of all disturbed areas with sod or seed. In areas where a tree survey was accomplished, all protected trees on the survey shall be mitigated, and in areas where trees were not surveyed, the fine established by the City shall apply. Additionally, all perimeter buffer plantings, as shown on the approved plans, shall be installed and irrigated. Trees used in these buffers shall be credited towards the mitigation requirements.

11.04.03. *Appeals.* Any person aggrieved by an administrative order of the Land Use Administrator may appeal the order to the Planning and Land Development Regulation Board in accordance with requirements in Chapter 2.

(Ord. No. 2016-6 , § 2, 11-1-16)

Sec. 12.01. - Generally.

12.01.01. *Purpose and intent.*

(1) It is the purpose of this chapter to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this chapter are also designed and intended to meet the statutory requirement that this municipality adopt land development regulations that regulate signage, a requirement set forth in F.S.

§ 163.3202(f). The sign regulations in this chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics and safety. The sign regulations are designed to serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death. The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.

This chapter regulates signs, as defined in this Unified Land Development Code, which are placed on private property. This chapter is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of government regulation.

The City boundary is depicted on the official zoning map. In order to preserve and promote the City as a desirable community in which to live, recreate and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end.

This chapter is intended to serve the following purposes:

A. Maintain the established suburban character of the City by regulating all exterior signage in a manner which promotes low profile signage of high quality design and enhances the City's ability to attract sources of economic development and growth;
B. Protect and maintain the visual integrity of roadway corridors within the City by establishing a maximum amount of signage on any site to avoid visual clutter;
C. Protect motorists from visual distractions, obstructions, and hazards by regulating the location of signs;
D. Enhance the appearance of the physical environment by requiring that signage be designed to complement the architecture of the structure which the signage is intended to identify, and sited in a manner which is sensitive to the existing natural environment;
E. Allow signage that satisfies the visibility, identification, and communication needs of the local business community;
F. Foster civic pride and community spirit by maximizing the positive impact of development;
G. Establish procedures and regulations for the construction and maintenance of signs, removal of nonconforming signs, variances, and enforcement of these regulations;
H. Improve pedestrian and traffic safety;
I. Minimize the possible adverse effect of signs on nearby public and private property;
J. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
K. Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
L. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
M. Protect property values by precluding to the maximum extent possible sign-types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

N. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition of this City's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its master planned community, as well as for its major subdivisions, shopping centers, and industrial parks;

0. Allow for traffic control devices and government signs without regulation, consistent with state and national standards, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing state and nationally consistent warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

P. Enable the fair and consistent enforcement of these sign regulations;

Q. Promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and advance the City's goals of quality development;

R. Provide standards regarding the non-communicative aspects of signs, which are consistent with city, county, state and federal law;

S. Ensure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs;

T. Ensure that the constitutional guaranteed right of free speech is protected. Applications will be reviewed only with respect to sign structure or placement, excluding any reference to message, category, subject, topic or viewpoint;

U. Reduce the Impact of Sign Clutter. Excessive signage and sign clutter impair legibility and undermine the effectiveness of governmental signs, Traffic Control Devices and other required signs (such as building, unit or house number signs, street identification signs, and building identity signs) that are essential to identifying locations for the delivery of emergency services, mail and package delivery, and other compelling governmental purposes The intent of these sign regulations is to enhance the visual environment of the City, ensure that City residents and visitors can safely navigate through the City to their intended destinations, and promote the continued well-being of the City. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the City through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests; and

V. Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs.

(2) Where there is conflict between this chapter and other sections of this Code, the most restrictive regulations shall apply.

(3) This chapter does not regulate government signs on government property.

12.01.02. *Applicability.* These regulations apply to signs within residential and nonresidential areas. Signs shall be erected, placed, established, painted, created, and maintained in the City only in conformance with the regulations, procedures, exemptions, and other requirements of this chapter and pursuant to City standards and the Florida Building Code.

12.01.03. *Effect.* The effect of this chapter is to prohibit all signs not expressly allowed in this Code, except as approved through the variance process established herein and in Chapter 2.

12.01.04. Definitions. Words and phrases used in this chapter are defined in Chapter 14 (Glossary).

(Ord. No. 2009-26, § 59, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.02. - Sign Permits.

12.02.01. *Permit required.*

A. It is prohibited and unlawful for any person to erect, construct, alter, or relocate within the corporate City, any sign without first obtaining a sign permit, except as otherwise specified in this chapter. Applications shall be filed in accordance with City standards.

B. When considering the placement of freestanding signs, the Land Use Administrator shall consider the location of public utilities, sidewalks, and future street widening.

C. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this section and any applicable zoning law. The review of a completed sign permit application shall be completed within ten calendar days.

(Ord. No. 2009-26, §§ 60, 61, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.03. - Exempt and Prohibited Signs.

12.03.01. *Exemption from permitting.* The following signs are exempt from sign permit requirements; however they shall meet all other code requirements, including applicable construction regulations, and electrical permits as determined by the adopted electrical code:

A. Temporary Signs.

B. Signs required by federal or state law;

C. A sign (except a window sign which shall be subject to the provisions of this section) located entirely inside the premises of a building or enclosed space;

D. A motor vehicle sign, other than a prohibited vehicle sign or signs, as set forth in Subsection 12.03.02;

E. The change of copy on permitted manually changeable copy signs;

F. For 911 emergency response systems and public safety purposes, street address signs and residential mailboxes;

G. For 911 and emergency response systems, signs which identify the occupant;

H. Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts;

I. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property;

J. Signs protected by state statutes; and

K. Signs regulated by state statute. Sign applicants claiming an element of their proposed sign is regulated by F.S. § 553.79(22), as may be amended from time to time, must include all supporting documentation with their application and a clear and concise statement of regulatory applicability for review.

12.03.02. *Prohibited signs.* Except as required by state law or otherwise permitted by this Article, any sign installed or placed on public property shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies, the City shall have the right to recover damages from the owner or person placing such sign. It is prohibited and unlawful to erect or maintain any sign not specifically authorized by this chapter, including:

A. Signs that are in violation of the building code or electrical code adopted by the City;

B. Any sign that constitutes a traffic hazard or a detriment to traffic safety, as determined by accepted engineering standards, by reason of its size, location, movement, content, coloring, or intensity of illumination;

C. Signs using lights or illuminations that flash, move, rotate, blink, flicker, scroll like [stock tickers or have strobe effects, except when required by the Federal Aviation Authority;

D. Signs that have video, animation or full-motion graphics;

E. Signs that have audible components or sound;

F. Digital signs on vehicles or trailers

G. Signs using exposed incandescent or LED bulbs in excess of 11 watts;

H. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public way or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics;

I. Pursuant to state law, signs using words and traffic control symbols which interfere with, mislead, or confuse traffic, such as "stop", "look", "caution", "danger", "slow", or which violate with the Manual on Uniform Traffic Control Devices (MUTCD);

J. Signs that resemble any official sign or marker erected by any governmental agency or that by reason of position, shape, or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic control device;

K. Signs within ten feet of public rights-of-way or 100 feet of traffic control lights that contain red or green lights that might be confused with traffic control lights;

L. Signs attached to traffic control devices or utility poles;

M. Signs attached to trees;

N. Signs made of combustible materials that are attached to or located within 20 feet of fire escapes or firefighting equipment;

O. Signs that obstruct a fire escape, window, door, or other opening used as a means of ventilation, ingress, or egress;

P. Any type of balloon signage;

Q. Signs that incorporate projected images;

R. Signs that involve the use of live animals;

S. Signs that emit audible sound, odor, or visible matter such as smoke or steam;

T. Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television, or other communication signals;

U. Signs that are painted, pasted, or printed on buildings or any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs required by law;

V. Off-site signs;

W. Banners or signs placed across any public street, park, or property;

X. Private signs erected within any navigable waterway within the City;

Y. Portable signs, except as provided in this Chapter;

Z. Roof, marquee, and pole/pylon signs;Abandoned signs;

AA. Paper, cardboard, chalk, or white-board signs, except as allowed in this chapter;

BB. Exposed neon or LED signs;

CC. Any sign or illumination that causes any direct glare into or upon any building, other than the building to which the sign may be related;

DD. A-frame signs, except as provided in this Chapter;

EE. Any sign located within a right-of-way, except as may be allowed by this chapter;

FF. Signs as a principal use in any zoning district;

GG. Snipe signs;

HH. Signs mounted to fences except as permitted in this chapter;

II. Parasite signs;

JJ. Motor vehicle signs or any signs attached thereto or placed thereon subject to the following exceptions:

1. Any vehicle appropriately parked on private property so long as the vehicle is used regularly, is only parked while not in use, and is not intentionally parked on the private property for the sole purpose of displaying the sign on the vehicle.
2. Any vehicle appropriately parked in a non-residential area upon which is placed a sign, if such vehicle is one that is operated during the normal course of business; provided, however, that no such vehicle

shall be routinely parked in a location for the purpose of serving as, or constituting, additional signage.

3. Buses, taxicabs, and similar common carrier vehicles that are licensed or certified by the City of Palm Coast, Flagler County, other governmental entities, and/or Florida Public Service Commission.

KK. Permanent commercial signs on lots without a principal use; and

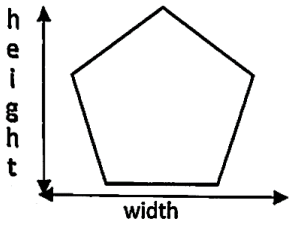
LL. Pole signs.

(Ord. No. 2009-26, §§ 62-71, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.04. - Sign Provisions for Permanent Signs.

12.04.01. *Calculating sign area.*

A. In computing sign area, the total sign area will be the area of the widest and tallest common shape that encompasses the various components of the sign (see graphic below).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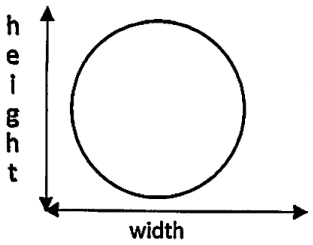
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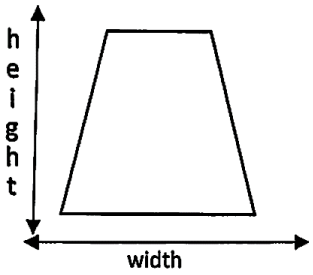
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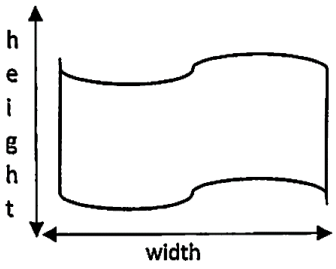
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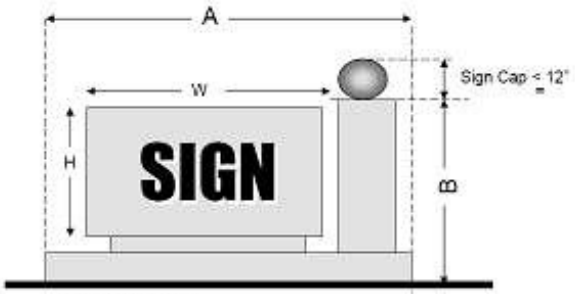
B. All words and components of a sign, including the support base of freestanding signs, shall be deemed to be part of a single sign. Individual words or components may be considered separate signs only if they are obviously disassociated from other components. When signs are enclosed in a border or highlighted by background graphics, the perimeter of such border or background will be used to compute sign area. Double face signs that meet the definition contained in this chapter shall be considered one sign.

C. The architectural features of freestanding signs shall not be greater than double the sign area. To calculate, take the aggregate sign area and subtract the sign area. This shall not be greater than the sign area times two.

See graphics below.



*Graphics is not to scale

D. The allowable size of some freestanding signs is determined based on lot frontage (i.e., the width of a site along a public street). The allowable size of some wall signs is calculated based on the building frontage (i.e., width of the building where the public entrance is located).

12.04.02. *Measuring sign height/clearance.*

A. Freestanding sign height shall be measured from the ground elevation at the base of the sign to the highest point of the sign structure. The maximum height of permanent freestanding signs shall be seven feet, unless otherwise specified in this code. Decorative column caps may extend up to 12 inches above the maximum height permitted.

B. The clearance of a projecting sign shall be measured from the bottom of the area to the ground below.

C. The height of a wall sign shall be measured from the grade level of the base of the building below the sign to the top of the sign. The top of the area shall be no higher than the roof eave line.

12.04.03. *Construction and maintenance requirements.*

A. Except for temporary signs and window signs conforming in all respects with the requirements of this Code, all signs shall be constructed of durable materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

B. All signs and their supports, braces, guys, and anchors; electrical parts and lighting fixtures; and all painted and display areas shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Code at all times. Damaged faces or structural members shall be promptly removed or replaced.

C. Vegetation around, in front of, behind, and at the base of any sign shall be installed and maintained and neatly trimmed to conform to City landscape maintenance standards.

D. All signs shall maintain a minimum clearance from electric power lines of ten feet horizontally and 15 feet vertically or as otherwise directed by the utility provider.

E. No sign structure or framework may be exposed to public view due to removal of sign faces or advertising copy for a period in excess of 15 days.

12.04.04. *Existing signs.*

A. *Modifications to signs.* Modifications to signs shall not result in a sign that violates the requirements of this Code. The modification of sign height or size requires sign permit approval.

B. *Permits not required for change of sign copy* No permit or permit fee shall be required for changing the copy of a sign, as long as no changes are made to the sign's height, size, location, or structure. This exemption shall also apply to any change of copy on a changeable copy sign. However, a color change to the base of a sign must be aesthetically compatible with the associated primary structure.

C. *Nonconforming signs.* Signs lawfully existing prior to the effective date of this Code may be continued although their size, location, or other physical attributes do not conform to this chapter.

D. *Loss of legal nonconforming status of* a *sign.* A sign loses its legal nonconforming status and shall be considered in violation of this Code if one or more of the following occurs:

1. The sign is structurally altered in any way, including increasing its height, weight, width, depth, or enlarging it in any manner, except for normal maintenance or repair, which tends to or makes the sign less in compliance with the requirements of this chapter than it was before the alteration.
2. The sign is destroyed to such an extent that more than 60 percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25 percent of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.
3. Signs determined to be abandoned under the provisions of Subsection 12.04.04.E of this section.

E. *Abandonment.* All nonconforming signs and sign messages shall be removed by the owner or lessee of the premises upon which an on-site sign is located when the business it advertises is no longer conducted. Conforming signs shall have the copy area face removed and replaced with a blank face. Said signs on vacant or unoccupied property must be removed after 30 days. Any sign face which advertises a service no longer conducted or product no longer sold upon the property must be removed after 30 days. If the owner or lessee fails to remove the sign or sign message, the sign or sign message shall be deemed in violation of this Code.

F. *Signs subject to immediate removal.* Any sign erected without a required building permit is unlawful and must be removed by the owner thereof.

G. *Off-site signs.* Existing off-site signs may not be converted to electronic display type signs.

12.04.05. *Sign design.* Freestanding signs shall be aesthetically compatible with the principal structure, shopping center or subdivision.

12.04.06. *Lighting of signs.*

A. Any lighting used to illuminate signs shall be shielded such that the light source cannot be seen from abutting roads or properties.

B. No unshielded light source may be visible from the edge of the public right-of-way at a height of three feet.

C. Sign lighting shall not be designed or located to cause confusion with traffic lights.

D. Illumination by floodlights or spotlights is permissible if none of the light emitted shines directly onto an adjoining property or into the eyes of the motorist using or entering public streets.

E. Illuminated signs shall have luminance no greater than 300-foot candles.

F. Illuminated signs shall not have lighting mechanisms that project more than 18 inches perpendicularly from any surface of the sign over public space.

G. Backlit awnings are prohibited.

12.04.07. *Sign location criteria.* The following location standards shall apply to all signs, unless stated otherwise in this chapter.

A. Freestanding signs.

1. Freestanding signs shall only be allowed on sites with a frontage of 50 feet or more.
2. Unless specifically noted in this chapter, signs shall be located wholly within the premises, and shall maintain a minimum setback of ten feet from all property lines. Signs may be allowed within an easement unless it is in conflict with the purpose of the easement.
3. No freestanding sign shall be located closer than 15 feet from any other freestanding sign, on or off the premises. On corner lots, the freestanding signs on each frontage shall be at least 100 feet apart, measured along the rights-of-way. This requirement does not apply to temporary signs.
4. Freestanding signs shall include landscaping around the base of the sign as required in Chapter 11. The plant material shall be selected to complement and enhance the sign.
5. Signs in nonresidential districts shall not be located closer than 50 feet from a residential zoning district except signs on property where the principal use is allowed outright or by special exception in that residential district.

B. *Other signs.*

1. Wall signs shall not exceed 75 percent of the width of the wall where they are placed, except if business is occupying more than one unit and no other wall signs will be placed on the adjoining unit(s); or if there are architectural elements separating facades where signs would be located on single use or multi-tenant buildings.
2. Wall signs shall not cover windows and shall preserve the architectural integrity of the building.
3. No wall sign shall extend above the roofline except where an exterior parapet wall projects above the roofline, in which case such sign may not extend above the top edge of the parapet
4. Wall signs on multistory buildings are allowed above the first floor.
5. Wall signs shall not be allowed within 50 feet of a residential district, if facing a residential zoning district, unless it is a mixed-use district.
6. A projecting sign shall be erected only on a wall of a building and shall not project out more than four feet. Projecting signs over a parking space, travel lane, or a driveway shall have a minimum clearance from finished grade of 14 feet to the bottom of the sign.
7. Projecting signs that extend over a sidewalk or walkway shall provide a clearance of eight feet between the finished grade and the bottom of the sign.
8. Awning lettering shall be placed on the awning valance and not on the vertical arc or diagonal portion of the awning. The awning material may include a design pattern.
9. Directory signs, for emergency and traffic circulation purposes, may be attached to a wall or be freestanding, but shall not be located within 10 feet of any public right-of-way line.

12.04.08. *Flagpoles.* Flagpoles are allowed subject to the following conditions:

A. Two flagpoles are allowed on each parcel/lot having less than 100' of road frontage. Three flagpoles are permitted on lots having 100' or greater of road frontage in the City.

B. Maximum pole height shall be 30 feet in nonresidential districts, and 25 feet in residential districts.

C. All poles shall be ground mounted.

D. All flagpoles shall have a minimum five-foot setback from the property lines.

Sec. 12.05. - Permitted Permanent Signs.

This section establishes the type, location, and size of signs allowed within residential and nonresidential zoned districts.

12.05.01. *Residential zoning districts.*

A. *Monument signs at entrances.* Residential subdivisions and residential multifamily developments may erect signs meeting the following requirements at the entrance to the subdivision or multi-tenant development:

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).
2. *Maximum sign area.* The total sign area for each entrance sign shall not exceed 32 square feet.
    a. Signs that are combined with a minimum of two architectural embellishments, such as decorative walls, artificial rock formations, waterfalls, lake/pond mounted signs, signs located on grandiose entrance roads or other similar aesthetic features may qualify for an increase of signage square footage up to 64 square feet, and increase in height up to 14 feet, as approved by the land use administrator.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and maintained by a common property association and shall be located at the entrance of the subdivision.
4. *Maximum height.* Maximum sign height shall be seven feet. See section 12.05.01.A.2.a for possible increase in height.
5. Entry features associated with monument signs at entrances to subdivisions.
    a. Accessory structures associated with subdivision entrance signs shall not exceed 28 feet in height from the grade of the road.
    b. Fences and walls associated with subdivision entrance features shall comply with section 4.01.02.C.

B. *Signs for nonresidential uses.* Except for those signs and sign-types allowed in residential and residentially zoned districts in accordance with Subsection 12.05.01.A, no additional permanent signs or sign-types shall be allowed for permitted nonresidential uses in residential or residentially zoned districts, except for the following sign-types:

1. Freestanding sign. One double-sided freestanding sign meeting the following:
    a. The total sign area shall not exceed 24 square feet.
    b. Signs shall not exceed seven feet in height.
2. Wall sign. Nonresidential uses permitted in residential districts pursuant to Table 3-2 of the LDC are allowed one wall sign per business. Such sign shall be included in the sign area calculation noted in Subsection 12.05.01.B.1. No other signs are permitted on the building, except signs to identify the number and address of the property, for 911 and emergency response systems and public safety purposes.

C. *Directional signs.* Directional signs are allowed in residential districts subject to the following requirements:

1. Signs to assist onsite traffic must be low-profile signs not to exceed three feet in height above grade and four-square feet of surface area, so that public safety personnel can easily identify addresses and to ensure proper traffic flow.
2. All such signs shall be of consistent size, font, and color.

12.05.02. *Nonresidential zoning districts.* The following regulations shall apply to signs within nonresidential zoning districts.

A. *Monument signs at entrances.*

1. *Number of signs.* One double-sided freestanding sign or two identical single-sided freestanding signs, one on each side of the entrance, are allowed at each entrance to the development (excluding emergency access entrances).
2. *Maximum sign area.* The sign shall not exceed a sign area of 32 square feet per sign.
3. *Sign location.* Entrance signs for subdivisions shall be located on a tract or parcel or easement designated for signage purposes. Such tract or parcel shall be owned and

maintained by a common property association and shall be located at the entrance of the subdivision.

4. *Maximum height.* Maximum sign height shall be ten feet. A maximum of 12 inches cap on a column is allowed in addition to the maximum sign height.

B. *Freestanding sign.* Freestanding signs are allowed provided they are monument signs that meet the following requirements:

1. *Single use developments.*
   a. Number of signs. One freestanding sign is allowed per lot frontage facing a street.
   b. Maximum sign area. Thirty-two square feet for the first 100 feet of lot frontage, plus one square foot for each four lineal feet thereafter, to a maximum size of 96 square feet for each sign.
   c. Maximum height. Maximum sign height is ten feet.
2. *Multitenant development.* Multitenant developments such as shopping centers, mixed use developments, retail centers, and office parks shall comply with the following standards:
   a. Number of signs. The main development/center and each outparcel may have one freestanding sign per frontage on a public street. One additional freestanding sign may be allowed on parcels within a shopping center development containing a Mid-Scale Retailer or a Large-Scale Retailer and an approved Signage program.
   b. Maximum sign area. The maximum sign area permitted for freestanding signs for the main development shall be calculated based on the street frontage for the entire development site (including outparcels), using the formula noted above for single use signs. Developments that do not have outparcels or outparcels that are not part of the development order sign criteria shall calculate the maximum sign area using the formula noted above as a single use sign.
   c. Maximum height. Maximum sign height shall be ten feet.
   d. Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

C. *Wall signs.* Wall signs are allowed provided they meet the requirements of Subsection 12.04.07 (Sign Location Criteria) and the following requirements:

1. Maximum sign area. Each individual business having a separate building entrance shall be permitted one wall sign per street frontage including awning and projecting signs. If the business has a customer entrance on a separate building elevation not facing a street, an additional wall sign meeting the maximum sign area requirements may be permitted for that elevation. Signs shall be subject to the following maximum square footages:

Table 12-1: Permitted Maximum Wall Sign Area in a Nonresidential District

Business Frontage (Linear Feet)	Area (Square Feet)
25 or less	32
26—50	50
51—100	75
101—150	90
151—200	110

201 or more	150

2. *Buildings with shared space and one entrance.* A building with a common entrance for multiple tenants may share wall signage with all tenants if the owner submits a master signage plan that complies with Table 12-1. The owner may share the allocation allotted under Table 12-1 among three separate signs so long as the total square footage does not exceed Table 12-1 and meets the requirements of 12.04.07. If the allocation is used for multiple signs, all signs must be consistent with the approved signage plan. Signs must be of same style, size, font and color.
3. *Large-scale retailers.* Large-scale retailers, as defined in Chapter 14, may have one major wall sign and four minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.
4. *Mid-Scale Retailers.* Mid-Scale Retailers that are part of a shopping center will be allowed a major wall sign and 2 minor wall signs. The major wall sign shall not exceed the maximum square footage depicted in Table 12-1. The minor wall signs shall not exceed 24 square feet each.
5. *Canopies.* No additional sign area is permitted for canopies *over* fuel operations. However, permitted wall sign area for the principal structure or building may be transferred to the canopy, as long as the canopy signage is only situated on the sides of the canopy facing a right-of-way. This does not apply to required signage pertaining to safety or hazardous situations.
6. *Window signage.*
   a. Window signage, including temporary window signs, shall not exceed 35 percent of the total glass surface area of any one building elevation.
   b. Windows facing vehicle travel lanes: Lighting or illumination(s) that flash, blink, have strobe effects, or have video, animation or full-motion graphics or similar effects are prohibited. Neon signs that are stationary or have minimal movement are permitted. Ie. Signs that state “Open”.

D. *Directory Signage:* Permanent directory signs designed to assist 911 and emergency response systems, pedestrian circulation and traffic circulation shall comply with the following requirements:
   1. Sign area for each sign cannot exceed a maximum size of 24 square feet and not more than two signs per building.
   2. Maximum sign area of 24 square feet applies to both freestanding and wall signs.
   3. If freestanding signs are used, the sign height shall be limited to six feet.
   4. All signs shall be consistent with building aesthetics.

E. *Under-canopy sign.* Each tenant within a multitenant development shall be allowed one under-canopy sign. The under-canopy sign area shall not be counted toward the maximum wall sign area allowed.
   1. The sign shall be no larger than six square feet.
   2. The sign shall be rigidly supported by a decorative chain or bracket and the bottom of the sign shall have minimum clearance of eight feet above the sidewalk.
   3. The sign shall be designed aesthetically compatible with the principal structure.

F. *Directional signage for Emergency Services Purposes.* In addition to the other types of signs allowed on a site, directional signs designed to assist 911 and emergency response systems and traffic circulation are allowed subject to the following requirements:
   1. Directional signs to assist onsite vehicular traffic flow shall be low-profile signs not to

exceed three feet in height above grade and four-square feet of surface area.

2. All directional signs shall be of consistent size, font, and color.

G. *Flags.* Refer to Subsection 12.04.08.

H. *Signs facing drive-through lanes.*

1. Drive-through restaurants are allowed to display drive-through lane signs subject to the following provisions:

a. Each restaurant may display up to two freestanding compatible signs per drive-through, which shall be adjacent to and oriented toward the drive-through area.

b. The sign area may be a maximum of 30 square feet in total, with a maximum height of six feet.

c. If two signs are located side by side, the total sign area may be shared and increased to 45 square feet if the Land Use Administrator determines it to be preferable from a safety perspective.

d. Supporting ancillary equipment is allowed, such as speakers and order confirmation devices. These devices, when combined with a cabinet, must not exceed the maximum height requirements of the signs.

2. Drive-through facilities other than restaurants may display drive-through lane signs subject to the following provisions.

a. One sign per drive through lane

b. Signs not to exceed 16 square feet.

I. *Signage program.*

1. At master site plan application, developments shall include a conceptual signage program showing consistency between architectural elements, designs, and themes for freestanding, wall, and all other signs throughout the planned development. The conceptual signage program shall contain sufficient detail to address sign pattern, style, color, and locations(s). To encourage flexibility in the overall design of the master site plan project, up to 20 percent of total wall sign allowance on the street front facade can be transferred to the freestanding sign provided the request is depicted in a signage program, the total size of the freestanding sign does not exceed 115 square feet, and is included in the development order. All other signs shall be in compliance with Chapter 12 of the LDC.

2. At site plan application, multitenant developments shall include a signage program for all freestanding, wall, and other signs throughout the development that identifies sign style and locations consistent with the architectural theme and architectural integrity of the proposed building(s). The signage program shall be compatible with other sites within a master site plan development. The signage program shall be part of the site plan development order with approved elevation plans and site plan showing the sign locations to include visual details of sign patterns, style, and landscaping. Signs shall be in compliance with Chapter 12 of the LDC.

a. Wall signs. Wall signs with similar style sign casings and/or framings or architectural designated locations and illuminations are encouraged. Wall signs may have minor adjustments in location and size due to unit resizing or unit combining, but the overall architectural integrity of the building(s) and theme of the sign plan shall be maintained.

b. Freestanding signs. Freestanding signs are to be compatible with the proposed architectural design and landscaping.

12.05.03. Digital signs

A. Permitted locations

1. Principal Arterial, Minor Arterial, and some Major Collector roadways (See 12.05.03.B.2)
2. Digital Signs are permitted in the following zoning districts:
   a. COM-1, COM-2 & COM-3 (Neighborhood, General and High Intensity Commercial)

b. OFC-1, OFC-2 (Limited and General Office)
c. IND-1 & IND-2 (Light and Heavy Industrial)
d. PSP (Public/Semi Public)
e. MPD (Master Planned Development) – Nonresidential portions of a MPD if specifically approved in the development agreement.

3. Digital signs are prohibited in all residential zoning districts.
4. Signs with digital/electronic display must be set back a minimum 150 feet from residentially zoned property.
5. Multitenant developments such as shopping centers: Digital display signage shall be permitted on the main development sign only. Digital display shall be prohibited on Outparcel signage.

B. Size, Height and Area
1. Signs with digital displays must meet the criteria for Nonresidential zoning district signs LDC Sec. 12.05.02,A. and 12.05.02.B. which regulates the number of signs, the maximum sign area and the maximum height.
2. The maximum size of the digital area of the sign face permitted as follows:
a. Principal Arterial roadways (US-1, Matanzas Woods Pkwy, Palm Coast Pkwy, SR 100)

Digital sign area may occupy up to 75% of the total sign face.

b. Minor Arterial roadways (Belle Terre Pkwy, Belle Terre Blvd, Old Kings Road-north of SR 100)

Digital sign area may occupy up to 50% of total sign face.

c. Major Collector roadways (Cypress Point Pkwy, Seminole Woods Blvd, Colbert Ln, Old Kings Road-south of SR 100, Palm Harbor Pkwy, Pine Lakes Pkwy, Florida Park Drive. Digital signs prohibited on Royal Palms Pkwy, White View Pkwy, Rymfire Dr., Easthampton Blvd.)

Digital Sign area may occupy up to 50% of the total sign face.

C. Display Duration and Transitions
1. Minimum static display time: 8 seconds.
2. The display screen area shall provide a high-resolution with pixel spacing of ten (10) millimeters or less.
3. Transitions must be instantaneous or fade in/out, dissolve. A fade in/out or dissolve transition is permitted provided the outgoing and incoming messages blend smoothly without creating the appearance of flashing or motion.
4. Other types of transitions, including scrolling, traveling or animated are prohibited.

D. Brightness and Dimming
1. Maximum brightness. The intensity of the light source for a digital sign shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety, or welfare.
2. All Digital Signs must include automatic dimming based on ambient light. The applicant shall provide written certification from the sign manufacturer that the light intensity has been factory preset not to exceed 0.3 foot-candles above ambient light measured by the method and distance as provided in the International Sign Association - Night-time Brightness Level Recommended for On-Premise Electronic Message Centers.

E. Permitting and Compliance
1. A sign permit is required for all Digital Sign installations or modifications.
2. The conversion of any portion of an existing permitted sign to digital sign shall require a sign permit.
3. The digital area of a sign must be integral to the design of the sign structure.
4. Malfunction Protocol: Signs must default to a black screen or be turned off in the event of a malfunction.
5. Signed and notarized affidavit on provided form is required with permit application.

F. Prohibited Digital signs and sign features
   1. Animation
   2. Digital display is prohibited on Wall Signs
   3. Digital display shall not be permitted on existing non-conforming signs.
   4. Pedestrian carrying digital sign(s)
   5. Parasite digital sign (must be integral to the sign face)
   6. Prohibited features
      a. Flashing, blinking, strobe or similar effects.
      b. Video, animation, or full-motion graphics.
      c. Audible components or sound.

Sec. 12.06. - Temporary Signs.

12.06.01 *Temporary sign standards.*

A. NON-RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS

Sign type	Number of signs	Maximum sign area and height (The sign areas provided are cumulative for the number of signs allowed)	Time	Additional standards
Commercial signs	One banner sign per business	Area: Based on Business Frontage (Linear Feet) as allowed for Wall Signage in Section 12.05.02.C.1. Table 12-1 Limited to height of building.	Remove after 60 consecutive days	No more than three times per year. Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Commercial signs at outdoor recreational facilities	N/A	N/A	N/A	Must be located at the active sports area and not visible from the right of way
Non-commercial signs	Four per property	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Limit 7' in height	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property hosting a Special Event	N/A	N/A	N/A	Signage regulated by permit and sign policy
Signs for parcels with active Site/building permits	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Height: 7 ft max height	Remove within 3 calendar days after issuance of a final inspection or certificate of occupancy.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines. Can divide sign allowance between 2 different signs.
Signs on property being actively marketed for sale, rent or lease	Two visible from rights-of-way adjacent to lot.	Area: Lots less than 1 acre – 16 square feet 1 acre to 10 acres – 32 square feet More than 10 acres – 48 square feet Height: 7 ft.	Remove within 3 calendar days after sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

B. RESIDENTIALLY ZONED PROPERTIES' TEMPORARY SIGN STANDARDS				
Sign Type	**Number of Signs**	**Maximum Sign Area and Height (The sign areas provided are cumulative for the number of signs allowed)**	**Time**	**Permit Requirements and Additional standards**
Non-commercial signs	Six per lot	Area: 6 sf Height: 6 ft	If associated with an event, remove 15 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs for parcels with active site/building permits	One per lot per property right of way frontage	Area: Lots less than 1 acre – 6 sf 1 acre to 10 acres – 12 sf More than 10 acres – 32 sf Height: 7 ft max	Remove within 3 calendar days after issuance of a final inspection or certificate of occupancy	
Signs on property being actively marketed for sale, rent or lease, single family zoning.	Two visible from rights-of-way adjacent to lot; one additional sign (per property) only when the premises are available for inspection by the prospective buyer or tenant; said additional sign shall not be larger than 9 sf and may only be posted on private property with the permission of the property owner	Area: 6 sf per street frontage Height: 6 ft.	Remove within 3 calendar days of sale or lease.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.
Signs on property being actively marketed for sale, rent or lease, multi-family zoning		Area: 24 sf Height: 7 ft		
Signs on properties with a sale on the property (not defined above)	One per street frontage	Area: 6 sf Height: 6 ft	Max. 2 times per year. Remove within 3 calendar days after the event.	Setback: 1. 2 ft. from public right-of-way. 2. 15 ft. from side property lines.

Footnote 1: However, see ULDR Sections 4.01.01 and 12.04.07.A.2 prohibiting signs in City

12.06.02. *Model home and sales offices.*

A. model home is permitted to have one on-site, ground mounted, nonilluminated, freestanding sign in accordance with the following dimensional limitations:

1. Maximum sign area of 24 square feet.
2. Maximum height of four feet.
3. Setback a minimum of two feet from the right-of-way and located outside of the sight triangle as defined in Chapter 5.

B. Model homes that front a second right-of-way are permitted to display one commercial or non-commercial flag, with a maximum sign area of 24 square feet, set back of minimum of two feet from the right-of-way and located outside the sight triangle as defined in Chapter 5.

C. During hours of operation, one "A-Frame" sign may be located on the model home site if in compliance with Section 12.06.03.

12.06.03. *A-frame signs.*

A. *Permissible zoning districts.*
   1. A-frame signs are permitted in all nonresidential zoning districts:
   2. A-frame signs may be proposed as part of a nonresidential component of a Master Planned Development (MPD) District.

B. *Criteria for A-frame signs.*
   1. *Maximum number allowed.* A business with its own separate building entrance is allowed no more than one A-frame sign.
   2. *Location.*
      a. No sign may block a business entrance and/or pedestrian or vehicular traffic. Sign placement shall not interfere with the American with Disabilities Act (ADA) requirements.
      b. The sign(s) shall not be placed in landscaped areas.
      c. The sign(s) shall be located within ten feet of the business entrance which it serves but in no event shall the sign be located beyond the width of the business frontage.
      d. No A-frame sign shall be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture.
      e. Sign(s) shall be located on the ground/sidewalk.
      f. Sign(s) shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic.
      g. Sign(s) shall be displayed outside only during business hours.
   3. *Construction and maintenance.*
      a. When the adjacent sidewalk is less than six feet in width, the overall dimensions shall not exceed two feet wide by three feet in height; when the adjacent sidewalk is six feet or greater in width, the overall dimensions shall not exceed three feet wide by four feet in height.
      b. No sign shall have moving parts, illumination, or attachments.
      c. The sign shall have no more than two sides and shall be constructed of finished all-weather materials.
      d. Sign(s) must be properly anchored (temporarily) or weighted against the wind to prevent safety hazards. (Ord. No. 2009-26, §§ 88-92, 12-15-09; Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.07. - Variances.

12.07.01. *Review criteria.* The Planning and Land Development Regulation Board may grant variances from the regulations contained in this Code, in accordance with Chapter 2, and based only upon the following criteria:

A. To permit a setback for a sign that is less than the required setback, or

B. To permit the area or height of a sign to be increased by up to 25 percent of the maximum height or area allowed.

12.07.02. *Review findings.* The Planning and Land Development Regulation Board may grant one of the above two types of variances authorized by this section only if it finds there are special physical conditions that:

A. Are due to the exceptional narrowness, shallowness, shape, or topography of the premises on which an activity is located, and

B. Prevent the activity from earning a reasonable return as compared with other activities in the area.

12.07.03. *Scheduling of public hearing.* An application for said variance shall be scheduled for public hearing within 30 working days of the date the application is deemed complete by the City.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.08. - Appeals to Planning and Land Development Regulation Board.

12.08.01. *Procedure.*

A. Whenever it is alleged that there has been an error in an order, action, decision, determination, or requirement by the Land Use Administrator in the enforcement and application of any provision contained within this section or any other provision of this Code pertaining to sign permits (including any allegation that the Land Use Administrator has failed to act within applicable time frames), the aggrieved party may file a written appeal with the Planning and Land Development Regulation Board.

B. The written appeal shall be filed with the Planning and Development Regulation Board within 30 calendar days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the Land Use Administrator's order, action, decision, determination, requirement, or failure to act.

C. The Planning and Land Development Regulation Board shall hold a hearing within 45 calendar days following receipt of the written appeal, not counting the day of the receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the 45th day after the date of receipt.

D. The Planning and Land Development Regulation Board shall render a written decision within ten working days following the hearing.

E. If the Planning and Land Development Regulation Board does not render a decision within ten working days following the hearing, the sign permit shall be deemed denied.

F. Failure to appeal the decision regarding a sign application by the Land Use Administrator to the Planning and Land Development Regulation Board shall not be deemed a failure to exhaust administrative remedies. The applicant may choose to proceed directly to a judicial action once the sign application has been denied by the Land Use Administrator.

G. If an administrative appeal is filed by the applicant, and the Planning and Land Development Regulation Board fails to meet within the prescribed time, the appeal will be deemed denied, and the decision of the Land Use Administrator regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

H. Once a decision is appealed to the Planning and Land Development Regulation Board, the Land Use Administrator shall take no further action on the matter pending the Board's decision, except for unsafe signs that present an immediate and serious danger to the public, in which case the City may pursue any proper legal remedy available to it.

I. The Planning and Land Development Regulation Board shall comply with all applicable rules of conduct and procedures that pertain to zoning and that are not inconsistent with the provisions in this chapter.

12.08.02. *Appellate decisions deemed final, subject to review.* The appellate decisions, pursuant to Subsection 12.08.01 above, shall be deemed final, subject to judicial review by the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.09. - Substitution of Noncommercial Speech for Commercial Speech.

Notwithstanding anything contained in this chapter or Code to the contrary, any sign erected pursuant to the provisions of this chapter or Code may, at the option of the owner, contain a noncommercial message in lieu of a commercial message and the noncommercial copy may be substituted at any time in place of the commercial copy. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another noncommercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback, and other dimensional criteria contained in this chapter and Code have been satisfied.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.10. - Content Neutrality as to Sign Message (Viewpoint).

Notwithstanding anything in this chapter or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 12.11. - Severability.

12.11.01. *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.02. *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 12.11, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration ofsuch unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or Code, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

12.11.03. *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in Subsection 12.11.01, or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Subsection 12.03.02 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and Code.

12.11.04. *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this chapter and Code.

(Ord. No. 2024-11, § 3, 4-2-24)

Sec. 13.01. - Purpose and Applicability.

13.01.01. *Purpose.* The purpose of this chapter is to create and maintain a positive community image and identity by requiring architectural treatments that enhance the visual appearance and character of the City.

13.01.02. *Intent.* This chapter is intended to supplement City development regulations with specific design requirements that result in quality architecture, which emphasize pedestrian scale and recognize local character.

13.01.03. *Applicability.* The provisions of this chapter apply to new development and construction, redevelopment and alterations to existing buildings in the City. In addition, stricter requirements are provided for the Gateway Overlay Zone and the Palm Coast Parkway Overlay Zone, as set forth in Chapters 3 and 4.

A. Mobile homes that bear a Department of Housing and Urban Development seal are not subject to the architectural design regulations contained in this chapter.

B. Manufactured dwellings and mobile homes that bear a Florida Department of Community Affairs seal shall meet the design regulations as residential uses.

Sec. 13.02. - General Requirements.

The following architectural design requirements shall apply to all new development and construction, redevelopment, and alterations to existing structures within the City. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design criteria.

13.02.01. *Architectural styles.* The City has identified several recognized architectural styles for the design of buildings within the City. One of the following styles shall be used in the design of a nonresidential building. Applicable styles include Spanish Mission, Mediterranean, Italianate, Colonial, Neoclassical, Greek Revival, Modern, Craftsman, and Florida Vernacular.

13.02.02. *Green building.* Green building principles related to energy efficiency, resource protection, and environmental protection (e.g. reusable building materials, light colored roof materials, living roofs to treat stormwater, etc.) set forth by agencies such as, but not limited to, the United States Green Building Council and similar agencies are encouraged.

13.02.03. *Coastal building visual relief.* Non-residential buildings within 300 feet of the Intracoastal Waterway shoreline shall be oriented to provide one foot of unobstructed view from the right of way to the waterfront for each three feet of view obstructed by the building.

13.02.04. *Garages.* Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure.

13.02.05. *Accessory structures.* The roof, exterior walls, and exterior colors of accessory structures, excluding prefabricated sheds, shall be compatible with the design of the principal structure. Accessory structures must meet the requirements as set forth in Chapters 3 and 4.

13.02.06. *Exterior colors*. Colors of walls, roofing, and accents such as trim and doors, shall be coordinated to achieve a visually and aesthetically positive effect consistent with sound and generally accepted land development principles and practices. While varieties of natural and painted colors are permitted, certain color principles shall be followed. The range of roofing materials and colors allowed for residential and nonresidential uses shall be as described in this section.

A. Exceptions.

1. The exterior colors of all residential, multi-family and nonresidential buildings shall be regulated according to this section with the exception of properties zoned MPD which are exempt from Subsection 13.02.06.B.1.
2. Unpainted natural stone, brick, roof material or natural appearing substitutes are excluded from exterior color requirements.
3. Garage doors that are not painted but are a varnished or stained natural wood with natural wood colors and visible wood grain, or other garage door materials similar in appearance and color of natural wood garage doors with wood-like texturing and visible wood grain surfacing, are excluded from Subsection 13.02.06.B.1.
4. Front entry doors are excluded from the exterior color requirements Section 13.02.06 except for Subsection B.3., prohibited colors.

B. Measurement of color. Multi-family and nonresidential building walls or garage door colors, excluding accent colors shall be determined using the Light Reflectance Value (LRV) index or an equivalent methodology.

1. Wall or garage door colors.

a. Light pastel colors and white. Acceptable light pastel colors and white shall have LRV of 80 or greater.

b. Earth tones. Earth tones include shades of brown, brown-taupe or sandy-taupe, beige, terra cotta, olive, sage and gray. Acceptable earth tone shades shall have a LRV of 25 or greater.

c. Garage doors shall be pastel or earth tone colors. However, earth tones colors may have a LRV less than 80, and may include black.

2. Accent colors for residential, muti-family and nonresidential.

a. Accent colors are all colors except prohibited colors as stated in Subsection B.3. of this section.

b. Accent colors shall only be applied to architectural elements except garage doors. Architectural elements may include but are not limited to, doors, shutters, keystones, quoins, awnings, window trims, door frames, window sills, cornices, and banding.

c. Accent colors shall not exceed 20 percent of any one elevation.

3. Prohibited colors.

a. Fluorescent colors shall be prohibited on all exterior surfaces. Neon lighting is not included within the term "fluorescent."

b. Residential and multi-family are prohibited from using any shade of purple, fuchsia, magenta, and orange that does not meet the pastel requirements of Subsection 13.02.06.B.1a.

4. Colors without a LRV. If the LRV of a color sample is not available, the Land Use Administrator shall compare the color sample to a color chip with a known LRV and determine whether the sample is lighter, darker, or equivalent LRV.

C. Building color combination.

1. Wall color combinations.

a. For residential buildings, one color shall be selected for the main surface of the building, and a compatible second wall color may be used for recessed front entryway walls.

b. Multi-family and non-residential buildings may vary wall color vertically between building masses, horizontally between stories, or a combination thereof, but no more than three colors can be used per building.

2. Accent color combinations. Accent colors should offer some contrast, and can therefore be darker, lighter, brighter, or richer than wall colors. However, the main consideration in choosing accent colors shall be compatibility with the wall color. Two accent colors shall be allowed per building. Accent colors shall complement the building's wall color.

D. Roof color. Roof color shall be compatible with the selected wall color. Roofs may be in the color of natural roofing materials (such as slate or clay) or may be finished in shades of gray, galvanized silver, copper, brown, green, red, black, blue, or white, except that a roof made of copper may be left in its natural color. Lighter colored roof materials, such as white or allowable galvanized metal, are strongly recommended for energy efficiency purposes.

E. Faux building features. It is prohibited to paint faux features or elements of a structure such as, but not limited to, windows, doors, shutters, or flower boxes.

F. Repainting.

a. When repairs are being made to the building's exterior wall surface, the wall may either be repainted in the same color or the building shall be painted in compliance with the LDC.

b. When repainting any portion of the building's exterior, the building shall either be painted in the same color or the building shall be painted in compliance with the LDC.

13.02.07. *Exterior material/finishes.*

A. *Exterior walls.* Exterior wall finish materials shall include stucco, stone, natural brick, finished concrete, split-faced block, wood, or other material including, but not limited to, synthetic materials similar in appearance and durability to those previously named. Finishes of exposed concrete block or corrugated metal are prohibited except metal may be allowed only in industrial zoning if it is not visible from the right of way and adjacent properties as determined by Land Use Administrator, and at minimum the building is set back 200 ft from the right of way

B. *Roofs.* Roof material visible from the ground shall consist of concrete, slate, clay tiles, asphalt fiberglass shingles, composite shingles, or metal standing seam, classic rib metal, Photovoltaic roofing materials. Residential uses may also have cedar shake wood. Screen room roofs shall have the same material and color as the primary structure or may use 3" insulated composite roofing. Pan roofing and corrugated plastic roofing materials are prohibited. To allow for the introduction of new roofing materials of similar quality and appearance, the Land Use Administrator may maintain a supplementary list of acceptable roofing materials.

(Ord. No. 2013-9, § 2, 11-19-13)

Sec. 13.03. - Single-Family and Duplex Residential Architectural Requirements.

This section shall apply to all single-family and duplex residential dwelling units.

13.03.01. *Architectural styles.*

A. Duplex residential dwelling units shall have the same architectural style, materials, and colors for both sides. Duplex residential dwelling units do not have to be symmetrical.

B. Within residential developments, an identical house can only repeat every four lots when fronting the same right-of-way including both sides of the street. However, two nonidentical houses of the same style may be built adjacent to each other. To be considered nonidentical, the two houses should be distinguishable in ways such as reverse orientation plans, tile and

shingle roof, articulation changes (different articulations, use banding on one and shutters on the other, etc.), Façade design change which is a structural change. (Different massing, change window location, change entranceway design, change roof line design etc.), or architectural equivalent.

13.03.02. *Roofs.* Roofs that are visible from the public right-of-way shall be of shed, hip, gambrel, mansard, or gable styles. Roof height, bulk, and mass must appear structural even when the design is nonstructural. The following requirements shall apply:

A. *Pitched roofs.*

1. All single-family and duplex buildings shall have a pitched roof covering a minimum of 65 percent of the overall floor area under the roof.

2. Pitched roofs shall have a minimum slope of 5:12 (5 inches vertical rise for every 12 inches horizontal run) and shall have an overhang beyond the building wall; however, the overhang shall not encroach into an easement.

3. Flat roofed areas including, but not limited to, porches are permissible in the remaining 35 percent of floor area under roof.

B. *Flat roofs.*

1. Porches or screen rooms may have flat roofs where allowed. Screen rooms are only permitted at the rear of the home.

2. Flat roofs shall be reviewed by the Land Use Administrator for architectural and aesthetic design and impact on the surrounding area.

3. Flat roofs shall be located at the rear of the building out of view from the public right-of-way. On saltwater canals, flat roofs must match the roof of the primary structure (color and material) unless they are located between a screen enclosure and the residence. Matching shingles or modified bitumen rolled roofing with granules that resemble shingles are permissible.

13.03.03. *Facade design.*

A. *Massing requirement.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

B. *Articulation.* Facade articulation is required to add interest to a building. The following features shall be acceptable techniques of exterior articulation:

1. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; balconies; brackets; shutters; keystones; dormers; louvers as part of the exterior wall construction.

2. Quoins and banding shall wrap around the corners of the structure for at least two feet.

3. Banding placed around the windows and doors visible from the right-of-way, golf course, canals, lakes, or other similar highly visible areas. Window shutters may substitute for banding.

4. Horizontal banding continuing the length of the wall that faces a street, golf course, saltwater canal, or other similar highly visible areas.

C. *Fenestration.*

1. Windowless exterior walls, excluding garage doors, that face a public right-of-way, golf course, canals, lakes, or other similar highly visible areas are prohibited.

2. All single-family residences shall have only one entry door on the designated primary front façade and all single families shall have only one primary front façade.

3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition.

4. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater.

D. *Shutters.* Shutters function as an accent to windows as well as weather protection.

1. *Accent shutters.* Accent shutters are designed as a visual detail for windows.

a. Accent shutters shall be a contrasting color to the wall color.

b. Shutters shall match the height of the window.

c. Acceptable types of accent shutters include traditional horizontal slat or panel type shutters. Professional scoring or etching of a stucco wall to give the appearance of shutters is also acceptable.

2. *Weather protection shutters.* Professionally installed Bahaman, Accordion, Roll-Down, Clear Guard Panels, and Armor Screen Hurricane Protection shutters and similar approved products subject to Land Use Administrator, used as weather protection shall maintain the architectural character when residences are boarded up. Plywood shall not be considered a weather shutter except for 168 hours (7 Days) before storm force winds are predicted to reach Palm Coast and 168 hours (7 Days) after a storm force wind are predicted to pass Palm Coast. Duct tape shall not be an acceptable method of shutter fastening. Storm shutters can be used one month prior to the hurricane season through one month after the hurricane season.

E. *Awnings.* If used, awnings shall complement the architectural style and colors of the residence. Awnings may be placed above windows and doors. Placing any awning on residential garage doors is prohibited. Permitted awnings shall be constructed from canvas, matte finish vinyl, copper, wood, or a material that the Land Use Administrator deems appropriate with regard to the architectural style.

1. *Prohibited materials.* Plastic, shiny vinyl, Plexiglas, corrugated metal, or materials resembling plastic are prohibited.

2. *Illumination.* Backlit awnings shall be prohibited.

13.03.04. *Mechanical equipment.* Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, back flow preventers, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance with City regulations.

13.03.05. *Manufactured dwellings and mobile homes bearing a Florida Department of Community Affairs Seal.* Manufactured dwellings and mobile homes that bear a Florida Department of Community Affairs Seal shall comply with the regulations for single-family residential and duplex architectural design. In addition, they shall meet the following:

A. A continuous perimeter stemwall foundation or monolithic foundation floor slab system that meets all criteria of the Florida Standard Building Code, shall be provided. Exterior walls of

these dwellings shall bear directly on the foundation. Isolated elevated pier foundations are prohibited. Interior load-bearing foundations and/or walls shall be continuous.

B. The electrical service entrance shall be located on the dwelling.

C. The exterior face of all stemwall foundations and/or monolithic design shall be architecturally finished with Portland cement stucco, brick, stone, siding materials, or other durable material approved by the Land Use Administrator.

D. The main entranceway shall be covered with a roof structure. The roof structure shall be consistent with the roof structure of the principal dwelling and shall cover, at a minimum, the required exterior landing at the door. The entry roof structure may be an extension of the main roof system or a separate roof system that matches the main roof slope, materials, and architectural style. If separate, the roof structure shall be consistent with the principal dwelling.

(Ord. No. 2009-26, §§ 93—96, 12-15-09)

Sec. 13.04. – Multifamily and Nonresidential[1] Architectural Requirements.

1. Industrial uses are located in section 13.05.

The requirements contained in this section apply to all multifamily and nonresidential development excluding Industrial.

13.04.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.04.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Multifamily and nonresidential developments shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

a. Balconies.

b. Building wall offsets.

c. Colonnades.

d. Cupolas.

e. Towers.

f. Pavilions.

g. Arcades.

h. Porticos.

i. Projections and recessed sections.

j. Clock or bell towers.

k. Variations in the height of the roof line.

l. Verandas.

m. Overhangs.

3. *Multifamily buildings.* Large multifamily and townhome building volumes shall be broken into smaller parts to avoid a massive appearance and to allow for ventilation and vistas. In addition to the massing requirement noted above, facades of multifamily developments shall not extend for more than 100 horizontal feet without a major volume shift or a substantial break in volume.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:

a. Base course or plinth course.

b. Portals.

c. Windows.

d. Transoms.

e. Show cases.

f. Bay windows and oriels.

g. Lintels.

h. String courses and moldings.

i. Fascia.

j. Cornice.

k. Piers.

l. Arches.

m. Bays.

n. Balconies.

o. Brackets.

p. Wings.

q. Porches.

r. Stoops.

s. Corbel

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.

2. For multistory commercial uses, at minimum 50 percent of the wall facade on the first floor story shall have windows.

3. For office and multifamily uses, at minimum 15 percent of the wall façade per story shall have windows.

4. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition

5. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is encouraged, but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

6. Uses such as movie theaters, bowling alleys, skating rinks, industrial facilities, warehouses, and similar uses are exempt from the fenestration requirements. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.04.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 5:12 (5" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

2. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers and similar elements. Enhancements shall be consistent with the main elements of the building.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20 percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings), but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas stations, drive-through restaurants, and banks are exempt from the pitched roof requirements.

13.04.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement, but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.04.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.04.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.04.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties both at ground and rooftop levels by walls made of masonry, brick, or durable man-made materials.

2. Utility boxes must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped.

3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

4. Shopping cart storage shall be located inside the building. Cart corrals used by patrons shall be screened by a solid landscaping hedge or wall consistent with the building architecture and materials.

13.05 Industrial

The requirements contained in this section apply to only Industrial zoning districts

13.05.01. *Corporate trademark design.* Exceptions to the requirements contained within this chapter shall not be made for corporate franchises.

13.05.02. *Building architecture.* Building enhancements are required and shall be achieved through the use of the following:

A. *Building massing.* Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Industrial buildings shall provide building massing and articulation as follows:

1. *Massing requirements.* Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each 50 linear feet of wall that exceeds 50 feet in length.

2. *Massing techniques.* The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the Land Use Administrator:

   a. Balconies.

   b. Building wall offsets.

   c. Colonnades.

   d. Cupolas.

   e. Towers.

   f. Pavilions.

   g. Arcades.

   h. Porticos.

   i. Projections and recessed sections.

   j. Clock or bell towers.

   k. Variations in the height of the roof line.

   l. Verandas.

   m. Overhangs.

3. Uses such as industrial facilities, warehouses, and similar uses are exempt from the massing techniques if the building is not visible from the right of way as determined by the land use administrator.

B. *Exterior articulation.* Articulation of exterior walls is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

1. *Articulation requirements.* All facades shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than 50 horizontal or vertical feet shall provide at least two exterior treatments.

2. *Prohibited articulation techniques.* Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

3. *Articulation techniques.* The use of the following elements shall qualify as articulation techniques:
    a. Base course or plinth course.
    b. Portals.
    c. Windows.
    d. Transoms.
    e. Show cases.
    f. Bay windows and oriels.
    g. Lintels.
    h. String courses and moldings.
    i. Fascia.
    j. Cornice.
    k. Piers.
    l. Arches.
    m. Bays.
    n. Balconies.
    o. Brackets.
    p. Wings.
    q. Porches.
    r. Stoops.

C. *Fenestration.*

1. Windowless exterior walls that face a public right-of-way are prohibited.
2. For multistory industrial uses, at minimum 15 percent of the wall facade on the first floor story shall have windows.
3. Windows shall be consistent with the architectural style of the building and proportionate in size and placement relative to the overall façade composition
4. The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15 percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of 35 or less. The use of low-emissivity (Low-E) glass is encouraged but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the City shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.
5. Uses such as industrial facilities, warehouses, and similar uses are exempt from the fenestration if the building is not visible from the right of way as determined by the land use administrator. The building façades shall provide additional architectural elements in lieu of windows at the same percentages of Subsection 13.04.02.C.2.

13.05.03. *Roofs.* The following types of roofs are permitted:

A. *Pitched roofs.*

1. A pitched roof shall have a minimum slope of 2:12 (2" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall. Flat roofed areas including porches, are permissible in the remaining 35 percent of floor area under roof.

B. *Mansard style roof.* False mansards are prohibited.

C. *Flat roofs.* Buildings that have a flat roof shall be hidden from public view by a parapet and decorated by a cornice.

1. *Parapet.* The highest point of a parapet shall not at any point exceed 20 percent of the height of the supporting wall.

2. *Cornice.* Cornices may be simple or mixed (straight and curved moldings) but should not exceed 24 inches in depth. Cornices shall have a minimum of 12 inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

D. *Canopy roofs.* Canopy roofs for gas station are exempt from the pitched roof requirements.

13.05.04. *Building entrances.* All buildings are subject to the following regulations:

A. *Entrance placement.* The main building entrance shall face the public right-of-way unless it is determined by the Land Use Administrator that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement but not displace the main building entrance.

B. *Entrance articulation.* Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades, and features consistent with the building style.

13.05.05. *Awnings.* Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

A. *Height.* A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

B. *Prohibited materials.* Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

C. *Illumination.* Backlit awnings are prohibited.

13.05.06. *Light fixtures.* Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

13.05.07. *Mechanical equipment, utilities, and storage areas.*

A. *Mechanical equipment.* When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within 20 feet of the principal structure, except transformers.

B. *Service, utility, display, and storage areas.*

1. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties at ground level by walls made of masonry, brick, or durable man-made materials.
2. Utility boxes and all ground mounted mechanical equipment must be totally screened from view of principal streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped if in view of principal street.
3. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design, and construction materials for these areas shall be of comparable quality and appearance as that of the primary building.

Sec. 14.01. - Rules for Construction of Language.

Except as otherwise provided herein all words shall have the customary dictionary meaning. The present tense includes the future tense and the future tense includes the present tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust, or partnership. The word "lot" includes "plot", "tract" or "parcel." The word "building" includes "structure." The word "shall" is always mandatory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied." The word "City" shall mean the "City of Palm Coast." The word "Staff" shall mean "City of Palm Coast Staff." The words "Comp Plan" shall mean the "City of Palm Coast Comprehensive Plan." The word "Code" or "LDC" shall mean the "City of Palm Coast Land Development Code." Any key word within the LDC for which a definition is not been provided shall have the same definition as provided in the Comp Plan or Florida Statutes (FS) Definition Index.

Sec. 14.02. - Glossary.

Abutting: Any property that is immediately contiguous or immediately across any road or public rights-of-way from the subject property.

Accent color: Refers to the color application to any building accents such as shutters, doors, and awnings.

Accent plant: A shrub required for certain landscape buffer applications that have a minimum height of 12 inches at time of installation.

Access: The street system providing access to a parking facility, sometimes involving several streets, particularly if one-way.

Accessory use or *accessory structure:* A use or structure on the same lot with, and of nature customarily incidental and subordinate to, the principal use or structure.

Access way: The place, means, or way by which pedestrians and/or vehicles shall have safe, adequate, and usable ingress and egress to a property, use, or parking space.

Acre: 43,560 square feet; a measurement of area.

Adult daycare center: See *Daycare center/adult.*

Adult entertainment and sexually-oriented businesses: An adult performance establishment, adult bookstore/adult video store, adult motel, or adult theater as those terms are defined in Chapter 16, Article III in the City of Palm Coast Code of Ordinances, which is operated for commercial or pecuniary gain. An establishment with an adult entertainment license shall be presumed to be an adult entertainment establishment and sexually-oriented business.

Adult family-care home: See *Family-care home/adult.*

Affordable multifamily unit: A multifamily unit that is available for rent or purchase by a household earning 100 percent or less of the county's median income, adjusted for family size, for no more than 30 percent of the household's annual income.

Aggregate sign area: See *Sign area, aggregate.*

Agriculture: The production, keeping, or maintenance of plants and/or animals useful to humans whether for sale, lease, or personal use. The term includes farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce, provided the operation of any such accessory uses shall be secondary to that of normal agricultural activities.

Aisle, drive: The traveled path through a parking facility between one or two rows of parked vehicles.

Alcoholic beverage: All beverages containing more than one percent of alcohol by weight and shall include intoxication beverages as defined herein. "Intoxication beverages" shall mean all liquors, wines, and beers containing more than three and two-tenths percent of alcohol by weight. In all prosecutions for violations of this LDC the manufacturer's label on the beverage container shall be prima facie evidence that the substance in such container was and is an alcoholic beverage.

Alteration/altered: These terms shall include any changes in structural parts, stairways, type of construction, kind or class of occupancy, light or ventilation, means of ingress or egress, or other changes affecting or regulated by the building code or this regulation, except for minor changes or repairs not involving the aforesaid features.

Alteration of a watercourse: A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Alternative landscape betterment plan: A replacement landscape plan proposed by the developer of a unique or difficult site that provides additional landscape features not already required and a better public benefit, project screening, and aesthetic appeal than a standard landscaping plan.

Ancillary: A use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.

Animal feedlot: A lot, building, or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate or where the concentration of animals is such that cannot maintain a vegetative cover.

Antenna: Any apparatus designed for the transmitting and/or receiving of electromagnetic waves including, but not limited to, telephonic, radio, or television communications. Types of elements include, but are not limited to, omni-directional (whip) antennas, sectionerized (panel) antennas, multi or single bay (FM & TV), yagi or parabolic (dish) antennas.

Antenna array: A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna element: Any antenna or antenna array.

Appeal: Relating to flood damage protection, means a request for review of the Floodplain Administrator's interpretation of any provision of Section 10.02.

Applicant: An owner of real property or authorized agent including, but not limited to, developers, an authorized developer of real property, or an apparently authorized person, contractor, or other legal entity including, but not limited to, agents, employees, independent contractors, or others in privity with any of the above.

Application: A written request on a form provided by the City for a specific use.

Aquifer: A saturated geologic formation that will yield a sufficient quantity of water to serve as a private and public water supply.

Arcade amusement center: A place of business having at least 50 coin-operated amusement games or machines on premises that are operated for the entertainment of the general public and tourists as a bona fide amusement facility. (For definition of "adult arcade amusement center," see *Adult arcade amusement center.*)

Arch: A structure, especially one of masonry, forming a curved, pointed, or flat upper edge of an open space and supporting the weight above it, as in a bridge or doorway.

Arterial road: A route providing service that is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road.

Articulate: To give visible or concrete expression to the composition of structural elements.

ASCE 24: A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Assisted living facility: Any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Available capacity: The amount of a concurrency public facility available for use by the demand from new development after evaluating existing conditions and committed capacity. The term "available capacity" also means the amount of residual potential of a concurrency public facility available to hold, store, or accommodate the demands upon the facility without such concurrency public facility falling below the level of service standards established in the Comprehensive Plan as it may be amended from time-to-time.

Aviary: A place for the keeping of birds for the purpose of racing, exhibiting, or selling.

Avoidance and minimization: The applicant must consider practicable design modifications, which would reduce or eliminate adverse impacts to wetlands and other surface waters. The term "modification" shall not be construed as including the alternative of not implementing the system in some form, nor shall it be construed as requiring a project that is significantly different in type or function. A proposed modification, which is not technically capable of being done, is not economically viable, or which adversely affects public safety through endangerment of lives or property is not considered "practicable." To receive City approval, a system cannot cause a net adverse impact on wetland functions and other surface water functions not offset by mitigation and in accordance with the requirements established by state law.

Awning: A cloth or other covering extending in front of a window or doorway, or over a deck that provides protection from the sun or rain.

Balcony: A platform that projects from the wall of a building and is surrounded by a railing, balustrade, or parapet.

Balustrade: A balustrade is a row of repeating balusters—small posts that support the upper rail of a railing. Staircases and porches often have balustrades.

Banding: A horizontal decorative feature of a wall, such as a flat frieze or fascia, usually with a projecting molding at upper and lower edges. The flat portion between the moldings may be ornately decorated or flat and unadorned.

Banner: See *Sign, banner.*

Base course: The first or lower course of a foundation wall and made of large stones or a mass of concrete; also called foundation course.

Base flood: A flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation: The elevation of flood having a one-percent chance of being equaled or exceeded in any given year, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map.

Basement: That portion of a building having its floor subgrade (below ground level) on all sides.

Bay: A division of a wall, roof, or other part of a building marked off by vertical elements, such as columns or pilasters. When related to parking, a parking facility unit that has two rows of parking stalls and a central aisle.

Bay window: A window projecting outward from the wall and forming a bay or an alcove within.

Bed and breakfast inn: A bed and breakfast inn is a family home structure, with no more than 15 sleeping rooms, that has been modified to serve as a transient public lodging establishment. Such use provides the accommodation and meal services generally offered by a bed and breakfast inn and is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry.

Belvedere: A roofed structure, especially a small pavilion or tower on top of a building, situated to command a wide view.

Berm: A bank or mound of earth usually placed against a foundation wall.

Best management practice (or "BMP")(does not apply to Chapter 9): A practice, activity, procedure, technique, program, methodology, or any combination thereof that, through experience and research, has proven to reliably lead to a desired result. A commitment to using the best management practices in any field is a commitment to using all the knowledge and technology at one's disposal to ensure success.

Best management practices (applies only to Chapter 9): Schedules of activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering or discharging from the City stormwater system.

Boarding home: A building or part thereof, other than a hotel, motel, or restaurant, where meals and/or lodging are provided for compensation for three or more unrelated persons where no cooking or dining facilities are provided in individual rooms.

Bona fide: Genuine or authentic; being actually and exactly what is claimed.

Bona fide agricultural uses: Good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:

(1) The productivity of land in its present use;

(2) The relationship of the property to the Comp Plan;

(3) The classification placed upon such lands by the Property Appraiser pursuant to F.S. § 193.461 , and

(4) The current zoning classification of such lands.

Bottle club: A commercial establishment licensed by the state operated for a profit, whether or not a profit is actually made, where patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. Non-alcoholic mixers or so-called "set-ups" may be provided by the club. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held; bona fide restaurants licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation whose primary business is the service of full course meals; or hotels and motels licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation; or a social, fraternal or civic association or organization which only occasionally or intermittently provides facilities for on-premises consumption of alcoholic beverages by its members and their guests and is not registered to sell alcoholic beverages. This definition also does not include the private clubs listed in F.S. § 561.20 (7)(a).

Bracket: A decorative or weight-bearing structural unit, two sides of which form a right angle with one arm flush against a wall and other flush beneath a projecting surface, such as eaves or a bay window.

Breakpoint technology: The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent more susceptible to failure than any other point along the monopole. This is so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.

Breezeway: A roofed passageway, open-sided, the design and construction of which is in keeping with that of the main building and which provides direct access between a main and attached accessory building.

Buffer: Open spaces, landscaped areas, fences, walls, berms, land that is vegetated with native species and left undeveloped, or any combination thereof used to physically separate or screen one use or property from another so as to visually shield or block noise, lights, or other nuisances and/or reduce the shock of impact.

Buffer, landscape: The area of a site that commences at the property line or where plantable area begins and extends for the width of the required buffer, no matter how far into the site it goes.

Buffer, wetland: Upland area adjacent to or surrounding a wetland that is vegetated with native species and left undeveloped to provide protection from potential adverse secondary impacts associated with future development. The buffer area is not part of the jurisdictional wetland and as such shall not be calculated as part of the wetland acreage for the determination of wetland impacts.

Buildable area: Portion of a building site remaining after deducting all required setbacks and meeting any requirements regarding maximum impervious surface.

Buildable land: Land recognized as being above the 100-year flood level with soil conditions that can properly support structures, not including critical wetlands, such as lakes, streams, swamps, and marshes.

Builder: Any person, firm, association, partnership, corporation, realtor, or corporation who constructs model homes and other residential dwellings for sale to the public.

Building: Any structure, temporary or permanent, with a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Building envelope: The space in which a structure is permitted to be built on a lot; it is defined by the minimum yard setbacks.

Building height: See *Height of building*.

Building line: See *Setback line*.

Building permit: Written permission issued by the proper municipal authority for the construction, repair, alteration, or addition to a structure.

Building, principal: A building or buildings in which is conducted the principal use of the lot on which said building is situated.

Building site: See *Site, building.*

Bulkhead: A structure built between a waterbody on one side and land on the other side.

Business office: Facility consisting of desks, computers, files, phone banks, coping machines, or other equipment usually associated with and utilized in a business office.

Business transaction: A business transaction is a transaction between the seller and a potential purchaser other than the signing of a contract of purchase, selection of a lot or house plan, selection of paint colors, selection of cabinets, fixtures, and appliances, and other similar actions by a purchaser in deciding on the purchase of a home.

Bypass lane: See *Lane, bypass*.

Caliper: The trunk diameter for new trees up to, and including, four inches in diameter as measured at six inches above grade. All new trees over four inches in caliper will be measured 12 inches above grade. The diameter of all existing trees shall be measured at 4½ feet above grade (diameter at breast height (DBH)).

Canopy: With reference to structures, a roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a freestanding or projecting cover above an outdoor service area, such as at a gasoline service area. With reference to buffer yards, a landscape element that functions as an overhead or "ceiling" used in single or multiple plantings to create shade.

Caretaker's dwelling: An accessory dwelling that houses a caretaker, manager, or security agent employed on the building site due to the need for 24-hour care and security of plants, animals, equipment, or other conditions of the site.

Carport: A roofed structure not more than 75 percent enclosed by walls used to provide shelter for one or more vehicles.

Cemetery: Land used or intended to be used for the burial of the animal or human dead and dedicated for cemetery purposes, including crematories, mausoleums, and mortuaries if operated in connection with and within the boundaries of such cemetery.

Certificate of completion: A written document required prior to occupancy, issued for a use upon a developer's compliance with the provisions of this LDC and any applicable development agreement.

Certificate of concurrency: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof that is valid for so long as the underlying development order on the parcel is valid. It is to state that all concurrency review requirements, as provided herein, are satisfied as to said development and that specified quantities of concurrency public facilities are reserved. The issuance of a certificate of concurrency shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of concurrency shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of exemption: A statement issued by the City, on a form designed by the Land Use Administrator, relating to a specific development project on a specific parcel of real property or part thereof, stating that said development is exempt from the concurrency requirements identified in Chapter 7. The issuance of a certificate of exemption shall be a prerequisite to the issuance of any final development order. The issuance of a certificate of exemption shall not be deemed to insure or guarantee any person or entity including, but not limited to, the holder or owner of the certificate, that any particular level of service currently exists or will exist in the future on a particular concurrency public facility at the time of issuance or at any other given point in time.

Certificate of occupancy: An official certificate issued by the City under the authority of ordinance or law authorizing the occupancy of a building for its intended use. The certificate of occupancy shall not be issued until a certificate of completion has been issued.

Change in use: See *Use, change in*.

Child daycare center: See *Daycare center/child.*

Child family daycare home: See *Family daycare home/child.*

City Council: The City Council of the City of Palm Coast.

City Manager: Either the City Manager or such staff person designated to act by the City Manager in order to respect the rules of the City Manager under the City Charter.

City Stormwater system (or "MS4"): A conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs,

gutters, ditches, manmade channels, storm drains, treatment ponds and other structural BMPs), owned or operated by a city that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW), as defined by 40 Code of the Federal Register 403.3.

Clinic: A place used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board or room or kept overnight on the premises.

Club civic: An establishment operated by a corporation or association of persons for community, social, fraternal, or recreational purposes and not operated or maintained for profit.

Coastal high hazard area: Relating to flood damage protection, this term means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Collector road: A route providing service that is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

Colonnade: A series of columns placed at regular intervals.

Colors:

a) *Fuchsia:* A dark purplish-red color, a red with a tint of purple or hot bright pink.

b) *Magenta:* A dark purplish-red color.

c) *Orange:* Color combinations using yellows and reds, lacking visible brownish shades.

d) *Purple:* Color combinations using reds and blues to include colors known as violet.

Column: A column is an upright pillar or post. Columns may support a roof or a beam, or they may be purely decorative. The base is the lower portion of a column. The capital is the upper portion of a column. The entablature is the area that the column supports.

Commencement of construction: See *Construction, commencement of.*

Common area: Area under common ownership of a subdivision (e.g. recreation area, medians), site plan, condominium, or similar development excluding rights-of-way.

Communication conduit: Any pipe which is installed in a road right of way or easement with the intent of carrying wire and cable to be used for communication technology.

Community residential home: Per F.S. ch. 419 , a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services, or a dwelling unit licensed by the Agency for Health Care Administration. Such dwelling unit provides a living environment for up to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

Compatibility: The characteristics of different uses or activities, which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include: height, scale, mass, and bulk of structures, pedestrian or vehicular traffic, circulation, access, and parking impacts, landscaping, lighting, noise, odor, architecture, and public hazards. Compatibility does not mean "the same as." Rather, compatibility refers to the sensitivity of development proposals in maintaining the character of existing development.

Compensatory storage (floodplain): An artificially excavated hydraulically equivalent volume of storage used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain.

Completeness review: The review of an application in order to determine if all material is present for the specific application type.

Compliance review: The review of an application in order to determine compliance with all federal, state, and local regulations.

Comprehensive plan: A plan designed and adopted to guide development in the City of Palm Coast as required by F.S. ch. 163 .

Concurrency baseline statement: A documented status report as to available capacity relating to concurrency public facilities as a result of the commitment, entitlement, or utilization of concurrency public facilities.

Concurrency management monitoring system: The data collection, processing, and analysis performed by the City to determine available capacity for concurrency public facilities and services and to track certificates of concurrency. Data utilized shall be the most current reliable information available to the City as determined by the Land Use Administrator.

Concurrency management system (CMS): The procedures and processes that the City utilizes to ensure that no development order or permit is issued by the City unless the necessary concurrency public facilities are available or are assured to be available consistent with the Comprehensive Plan and comply with State law in order to meet the impacts of development. As part of the CMS, the City shall operate and maintain a concurrency management monitoring system.

Concurrency public facilities: All arterial and collector roads; stormwater management; potable water treatment plants; sanitary sewer treatment plants, solid waste processing facilities, transfer stations and landfills; urban community parks including land and facilities; and mass transit buses. Such concurrency public facilities may be owned or operated by local, state or federal governments, independent districts and/or private organizations.

Concurrency review: The process utilized by the City to determine if concurrency public facilities and services are adequate to accommodate the impacts of new development at or above the levels of service standards adopted in the Comprehensive Plan.

Conditionally exempt small quantity generator: A conditionally exempt small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 261, is a facility or business which, in a calendar month, generates no more than 100 kilograms (220 pounds or 25 gallons) of hazardous waste or less than one kilogram of an acute hazardous waste. Additionally, the generator shall not accumulate more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste at any time.

Connectedness (of a wetland): The degree to which a wetland borders terrestrial, aquatic, or other wetland systems. The greater the extent to which this bordering occurs (in numbers or linear distance), the greater the connectedness.

Conservation: Preserving from loss, waste, or harm. The official preservation of natural resources such as topsoil, forests, and waterways.

Construction (does not apply to Chapter 9): Any activity including erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting, and landscaping.

Construction activities (applies only to Chapter 9): The creation, alteration or abandonment of any project, including placement of fill, land clearing, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.

Construction, commencement of: Construction activity beyond the mere clearing of land that has occurred on a parcel of real property and the construction of the infrastructure required to support an approved development plan has begun in good faith in accordance with all necessary permits and with bona fide intention to complete the construction of such infrastructure.

Construction, new: Relating to flood damage protection and the flood resistant requirements of the Florida Building Code, this term means any structure for which the "start of construction" commenced after February 5, 1986, or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard. The term also includes any subsequent improvements to such structure.

Construction, start of: Relating to flood damage protection, this term means the date the building permit was issued for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building including, but not limited to, a manufactured home and mobile home on a site such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home or mobile home on a foundation. Permanent construction does not include land preparation such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units and are not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Containment: Physical systems or operational practices used to prevent the release of hazardous substances to the environment.

Containment, secondary: A physical structure such as curbing, trays, double-walled tanks, spill pallets, or other structural controls used to prevent the release of a spill of regulated substances to the environment.

Contamination: The presence of hazardous substances in surface water, groundwater, soil, sediment, or upon the land in quantities that exceed applicable cleanup, target levels established in the Florida Administrative Code (FAC) or other applicable regulations as amended from time to time.

Continuing care retirement community: An integrated residential development designed to let senior adults age in place by providing independent living units, and including either an assisted living facility where assistance with personal care is provided, or a nursing home providing long-term skilled nursing.

Continuous transit: The nonstop movement of a vehicle except for stops required by traffic laws.

Contractor: Any person, firm, association, partnership, realtor, or corporation engaged in the business of accepting orders or contracts.

Convenience store with fueling stations: A retail store selling convenience goods that may include prepared foods with seating for on-site consumption, and having pumps for the fueling of automobiles and pickups.

Copy area: See *Sign area.*

Cornice: The cornice is the uppermost section of moldings along the top of a wall or just below a roof.

Critical facilities: Any facility that, if flooded or impacted by a natural disaster, would result in severe consequences to public health and safety. Critical facilities include, but are not limited to, hospitals, nursing homes, police stations, fire stations, emergency operation centers, chemical or hazardous materials storage facilities, and utility facilities. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the Florida Building Code, Building.

Cross connection: Any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, wastewater, drain, conduit, pool, storage reservoir, plumbing fixture, or any other device, facility, or system which contains or may contain contaminated water, sewage, waste material, or other material or substance of unknown or potentially unsafe quality which may be

capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper-connections, changeable devices, or other devices through which, or because of which, backflow could occur are deemed to constitute cross connections.

Cross section: A profile of the ground surface perpendicular to the centerline of a street, stream, or valley bottom.

Cultural resources: Any prehistoric or historic district or building, archaeological site, building, object, or other real or personal property of historical, architectural, or archaeological value and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned shops, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the State.

Cultural resources, potentially significant: A cultural resource or archaeological site that may be considered, after further investigation, by the State Historic Preservation Officer to be eligible for the National Register of Historic Places.

Cultural resources, protection of: Measures taken to avoid, minimize, or mitigate effects to cultural resources consistent with the provisions of this LDC.

Cultural resources, significant: An archaeological site of prehistoric or historic significance that the State Historic Preservation Officer considers eligible for the National Register of Historic Places.

Cupola: A dome-shaped ornamental structure placed on the top of a larger roof or dome. In some cases, the entire main roof of a tower or spire can be a cupola. More frequently, however, the cupola is a smaller structure which sets on top of the main roof.

Curb: A raised edge on the side of a street or pavement surface.

Data Center: A facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(a) A free-standing structure; or

(b) A facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.(Per Florida Statutes 373.203(3))

Daycare center/adult: Any building, buildings, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage, and who require such services.

Daycare center/child: Any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.

De minimis activity establishment: An establishment operated by an organization exempt from federal taxation under Section 501(c) of the Internal Revenue Code and with five or fewer electronic or mechanical devices that are used to conduct a drawing by chance, sweepstakes, or game promotion utilizing those electronic or mechanical devices.

Dead tree: Means a tree that is dead or damaged beyond repair or is in an advanced state of decline (where an insufficient amount of live tissue, green leaves, limbs, or branches exists to sustain life) and has been determined to be such by the Land Use Administrator.

Demand for concurrency public facilities: The quantitative measure of the amount of concurrency public facility or other public facilities that is necessary to support a specific increment of development.

De minimis: A minor deviation from the required standards or a small degree of relief from requirements as set forth in the LDC in which it is not necessary to acquire a quasi-judicial decision.

Density: The number of dwelling units per gross acre of buildable land, which includes all streets, public right-of-ways, easements, open space, and onsite recreational facilities.

Derelict vessel: A vessel left upon any public waters or docked at private property in a wrecked, junked, or substantially dismantled condition.

Design flood: The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Designee: A person(s) duly authorized to act on the behalf of another.

Detailed methods: Relating to flood damage protection, this term means a method of determining a base flood elevation with a site-specific engineering analysis as described in FEMA publication "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base (100-Year) Flood Elevations," also known as FEMA publication 265.

Developer: That person improving a parcel of land within the City and, who may or may not be the owner of the property.

Development: Relating to flood damage protection, this term means any man-made change to improved or unimproved real estate including, but not limited to, buildings or other structures, tanks, mining, dredging, filling, grading, paving, excavating, drilling operations, temporary or permanent storage of materials or equipment or other land disturbing activities.

Development order, final: The approval of a development of regional impact, a borrow pit permit, an electrical permit, a master planned development, a right-of-way utilization permit, a site plan, a special exception, a variance, a subdivision preliminary plat, a statutory subdivision final plat, a nonstatutory subdivision plat, an underground utility permit, a dredge and fill permit, a written agreement with the Flagler County School Board for the provision of public facilities and services as required by state law, and any other development order which results in an immediate and continuing impact upon concurrency public facilities. Final development orders may address future expansions of a development and may provide for phasing. A final development order may provide for conditions that must be met in order for subsequent approvals to be given or permits to be issued.

Development order having no impacts on concurrency public facilities: Those development orders that permit or approve:

(1) Accessory facilities for agricultural use that create no additional impacts on concurrency public facilities.

(2) An accessory structure to a residence.

(3) Any sub-permit to new construction.

(4) A change of electrical services.

(5) A driveway or parking lot paving.

(6) Fences.

(7) Permits for historical documentation.

(8) Remodeling, such as moving a wall, if no change in use, addition of units or interior completion of a shell only structure is involved.

(9) The repair or replacement of mechanical systems, wiring or plumbing.

(10) The replacement of structures which will have no additional impacts on concurrency public facilities.

(11) The re-roofing of existing structures.

(12) Room additions (including screen rooms) to a residence.

(13) Signs.

(14) Swimming pools.

(15) Temporary construction trailers.

(16) Use permits and right-of-way utilization permits that do not increase the needed capacity of concurrency public facilities.

(17) Walls.

(18) Wells and septic tanks.

Diameter at breast height: Shall mean the measurement of an existing tree trunk's diameter at four and one-half feet above grade (breast height). For trees with less than four and one-half feet of clear trunk, diameter shall be of the largest leader measured four and one-half feet above ground level. For multitrunk trees, each branch that forks below four and one-half feet is considered a separate tree. Trees that originate from the same base shall be considered one tree regardless of the number of forks present above ground only for purposes of minimum tree cover count only.

Directional sign: See *Sign, directional*.

Discharge: Any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, or dumping that may be either accidental or purposeful of any hazardous substance that may negatively impact surface water, soils, or groundwater.

Discount superstore: A very large retail store greater than 100,000 square feet in size that is usually part of a chain, offering a wide variety of merchandise for sale at prices typically below the market price.

Dock: Fixed or floating structure, including access walkways, platforms, catwalks, mooring pilings, lifts, boathouses, and other associated water-dependent structures used for mooring and accessing watercraft.

Dormer: A dormer is a window that is set vertically on a sloping roof. The dormer has its own roof, which may be flat, arched, or pointed.

Drainage: The control of surface flow of water by man-made facilities such as canals, ditches, culverts, or dikes. It can also refer to the artificial lowering of groundwater and the natural drainage of a site in the predevelopment condition.

Drainage area: The watershed (acreage) contributing surface water runoff to the City's stormwater management facilities or systems.

Dredging: To excavate underwater material.

Drinking establishment: An establishment where alcoholic beverages are obtainable within or thereon and where such beverages are consumed on the premises. A bottle club is also a drinking establishment.

Driveway: A private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure. A standard driveway is one leading to a garage for a single-family, two-family, or townhouse residence.

Driveway median: A landscaped island that separates ingress and egress driveways.

Duplex: A detached building intended, designed and occupied as two dwelling units with a common wall or roof on a single lot.

Dwelling or *dwelling unit:* Any building, portion thereof, or other enclosed space or area used as or intended for use as the home of one family, with separate cooking and housekeeping facilities, either permanently or temporarily.

(1) *Single-family:* A detached building designed for and occupied by one family as a home, with one range in the kitchen area within an interior living space..

(2) *Two-family:* A detached building intended, designed and occupied as two dwelling units with a common wall or roof, and with each unit located on a separate lot under separate ownership.

(3) *Multifamily:* A building designed for or occupied by three or more families, with separate cooking and housekeeping facilities for each.

Earth tones: Various rich colors containing some brown. Earth tones are defined herein to include shades of brown, taupe, beige, and gray.

Easement: A grant by a property owner of the use of land for a specific purpose.

Educational facilities: See *Schools.*

Effective removal: A condition of a tree caused by the excessive damage or improper pruning of roots or tree canopy. This includes, but is not limited to, topping, lion tailing, hat racking, or elevation of lower tree branches to a height of more than one-third of the total height of the tree (unless tree is a "standard" form tree).

Egress: An exit.

Electronic equipment: Any electronic device provided by or on behalf of the operator that is used or adapted for use to conduct, or reveal the results of, a drawing by chance conducted in connection with the sale of a consumer product or service, sweepstakes or other game promotion, that displays results by simulating a game or games ordinarily played on a slot machine or other similar games of chance.

Electronic game promotion: A sweepstakes or other game promotion which utilizes electronic equipment, or a drawing by chance conducted in connection with the sale of a consumer product or service which utilizes electronic equipment that does not violate Florida law.

Encroachment: The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Encumbrance: Any claim or restriction on a property's title. Relating to concurrency, an administrative technique within the concurrency management system implemented to avoid over committing available capacity. The encumbering of available capacity is not synonymous with the issuance of a "certificate of concurrency."

Endangered species: Those animal species listed in Section 39-27.003, FAC and those plant species listed as endangered in 50 Code of Federal Regulations 17.12.

Entrance: Entranceway into a structure.

Erected: The word "erected" includes built, constructed, reconstructed, moved upon, or any physical operations on the site required for building. Excavation, fill, drainage, and the like shall be considered a part of erection.

Etching: Engraving a design in glass, metal, or a hard surface by removing part of the surface. Also, to remove surface concrete to create an exposed aggregate finish.

Excavation: To make a hole, unearth, scrape, or dig out for the purpose of construction, demolition, or stump/root removal with specific relation to a tree drip line and root system.

Facade: The exterior face of a building including the front exterior wall and any side exterior walls facing the public right of way or access easement.

Facility: A structure or place built, installed, or established to serve a particular purpose.

Facility reservation fees: The dollar amount that is due as impact fees and connection fees relating to concurrency public facilities which fees must be paid as a condition precedent to the validity of a certificate of capacity. The fees are computed at the rate that is in effect at the time that payment is made. Such fees are refundable if a final development order is not issued, expires or is surrendered pursuant to an amending development order issued by the City and a new applicant purchases the reserved capacity from the City. If no refund occurs, however, the fees paid run with the real property to which they relate as a credit against future fees relating to development of the real property.

Family care home/adult: Per F.S. ch. 429 , a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis for no more than five disabled adults or frail elders who are not relatives.

Family child daycare home/child (large): An occupied residence in which child care is regularly provided for children from at least two unrelated families, which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit, and which has at least two full-time child care personnel on the premises during the hours of operation. One of the two full-time child care personnel must be the owner or occupant of the residence. A large family child care home must first have operated as a licensed family day care home for two years with an operator who has had a child development associate credential or its equivalent for one year, before seeking licensure as a large family child care home. A large family child care home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of eight children from birth to 24 months of age.

(2) A maximum of 12 children, with no more than four children under 24 months of age.

Family day care home/child: A residence in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. The license holder must reside in the residence. A family daycare home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

(1) A maximum of four children from birth to 12 months of age.

(2) A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.

(3) A maximum of six preschool children if all are older than 12 months of age.

(4) A maximum of ten children if no more than five are preschool age and, of those five, no more than two are under 12 months of age.

Farm animals: Animals considered permissible for an agricultural use, including horses, mules, burros, sheep, cattle, rabbits, chickens, ducks, geese, pigs, goats, ostrich, emu, or other similar animals.

Fascia: A flat horizontal band or member between moldings, especially in a classical entablature.

Fence: An artificially constructed vertical barrier constructed of wood, vinyl, or metal erected to enclose, restrict access to, screen, or separate areas. An open fence is one having at least 50 percent visibility.

Field conference: A specific purpose meeting scheduled and held at a job site.

Final development order: See *Development order, final*.

Flat roof: See *Roof, flat*.

Fleet storage: The storage of all operable and/or inoperable vehicles consisting of five or more vehicles, which are owned or leased by the business establishment, exclusive of lawful display of all vehicles and trailers, the parking of vehicles for permitted businesses and the parking, storage, and display of heavy commercial vehicles and construction equipment.

Flood or *flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area: The greater of the following two areas:

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map: An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study: The official report provided by the Federal Emergency Management Agency. It is an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, elevation, and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

Floodplain: Any land area susceptible to being inundated by water from any source. Also, see definition of *flood* or *flooding*.

Floodplain Administrator: The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval: An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis: An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor: The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction.

Floor, lowest: The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Floor area: The sum of the gross horizontal areas of the several floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that

for the purpose of determining compliance with the permitted floor area, the floor area of enclosed required off-street parking areas shall not be included. Provided further that floor area for outdoor display of merchandise or customer seating, whether uncovered or covered by a tent or canopy, under the provisions of this LDC shall mean the smallest rectangular area encompassing the display or customer seating area.

Floor area, gross: The sum of the horizontal areas of the stories of a building or buildings, measured from the exterior faces of exterior walls or from the centerlines of walls that separate buildings. Included within such sum shall be the areas of all stories and attic spaces providing structural headroom of at least five and five-tenths feet; interior balconies and mezzanines; and any other space reasonably usable for any purpose except parking; no matter where located within a building. This term does not include the area of any parking garage structure, but does include all other interior spaces including those that are not heated or air conditioned.

Floor area ratio: The gross floor area of all buildings divided by the lot area.

Florida Building Code (FBC): The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Florida Department of Transportation Design Standards Road and Bridge Technical Specifications: Publication by the Florida Department of Transportation tabulating and specifying design and safety requirements appropriate for use in designing and constructing roadways and bridges for motor vehicle and pedestrian uses.

Florida Department of Transportation Standards for Sight Triangles and Sight Distances: Publication by the Florida Department of Transportation tabulating design and safety requirements protecting appropriate lines of sight for motor vehicle drivers.

Florida-friendly landscaping: A set of nine guiding principles which help protect natural resources and preserve Florida's unique beauty including: right plant, right place; water efficiently; fertilize appropriately; mulch; attract wildlife; manage yard pests responsibly; recycle; reduce stormwater runoff; and protect the waterfront.

Florida master site file: The listing of cultural resources, historic or archaeological resources maintained by the Florida Department of State, Division of Historical Resources and Bureau of Archaeological Research.

Fluorescent colors: Very bright and or glowing colors.

Foot-candle: A unit of measurement referring to illumination incident to a single point. One foot-candle is equal to one lumen uniformly distributed over an area of one square foot.

Footprint: The horizontal area as seen in a plan measured from outside of all exterior walls and supporting columns. It includes buildings, residences, garages, covered carports, and accessory structures, but not trellises, patios, and areas of porch, deck, and balcony less than 30 inches from finished grade.

Foundation: The underlying structure of a building, usually constructed of concrete, which supports the foundation walls, piers, or columns.

Freeboard: Relating to flood damage protection, this term means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Full cut-off light fixture: A light fixture with elements such as shields, reflectors, or refractor angles that direct and cut off the light at a cutoff angle less than 90 degrees.

Fully shielded: When pertaining to lighting, light fixtures shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, project below the horizontal plane running through lowest point on the fixture where light is emitted.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Gable roof: See *Roof, gable*.

Gallons per day: The gallons per day based on an annual average basis.

Gambrel roof: See *Roof, gambrel*.

Garage: For residential purposes, an enclosed area for the parking/storage of vehicles. For nonresidential purposes, a building for the storage and/or repair of motor vehicles generally closed on all sides.

Garage, attached: An enclosed area for the parking/storage of vehicles that is structurally connected to a residential unit, which may include connection by the means of a breezeway, which openings are required for each building as an entrance/exit.

Garage, detached: A detached structure that is accessory to a single detached dwelling unit and to which there is legal vehicular access from a public right-of-way, designed for the storage of motor vehicles for the residents of the single detached dwelling unit.

Gasoline service station: A business having at least one bay for automotive services, pumps for the fueling of automobiles and pickups, and which may include limited retail sales of convenience goods.

Geographic search area: The area designated by a wireless provider or operator for a new base station, produced in accordance with generally accepted principles of wireless engineering.

Good faith: An honest intention to accomplish or complete an approved development plan on a particular parcel of real property, but shall not encompass dishonest, fraudulent, or deceitful actions, ignorance of the law, mistakes of law, delays that are intentional or result from neglect or lack of diligence, or actions or occurrences caused by, resulting from, or facilitated by the property owner, developer, or agent thereof. It shall not be an absence of good faith if a developer attempts to proceed with a development if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event or condition.

Good faith continuation: The final development order for a project pertaining to a parcel of real property that has not expired and a certificate of completion for development of infrastructure must be received within three years of the date of the preconstruction conference and subject to the following:

(1) Within four years of issuance of the final development order which resulted in the development being deemed statutorily vested, the preconstruction conference for the development must have occurred, provided, however, that if the developer diligently attempted to attain the completion of the preconstruction conference for the development in good faith, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(2) Within three years of the completion of the preconstruction conference, the developer must be issued a certificate of completion for the completion of the development's infrastructure; provided, however, that if the developer attempted to attain the certificate of completion, but was inhibited due to adverse general market conditions, said time frame shall be tolled during the period during which the recessionary cycle occurred.

(3) As to residential preliminary plats, the final plat for the development must be submitted within one year of the effective date of this LDC, provided, however, that the underlying development order that resulted in the development being deemed statutorily vested must not have expired.

(4) It shall not be an absence of good faith if a developer attempts to proceed with a development, if the developer was prevented from attaining a certain status, event, or condition due to the demonstrated and clear and convincing uncertainty of obtaining required governmental permits for which there is a substantial likelihood that such permits will be granted; provided, however, that delays which are caused by the developer or real property owner, and acts by said persons causing delays and omissions by said persons which cause delays shall eliminate the delay as a valid factor which would excuse the attainment of the status, event, or condition.

Grade, highest adjacent: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Groundwater: Water in the subsurface of the earth in both soils and geologic formations that are saturated.

Hazardous substance: A substance or combination of substances, which because of its quantity or concentration or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or may pose a substantial present or potential hazard to human health or to the environment when improperly used, handled, treated, stored, transported, disposed of, or otherwise managed. A material may be judged as hazardous if it is corrosive, reactive, ignitable, or toxic.

Hazardous waste: Waste materials including, but not limited to, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes that require special handling and must be disposed of in a manner that conserves the environment and protects the public health and safety.

Hedge: A close planting of shrubs that forms a compact, dense, visually opaque, living barrier when mature.

Height of building: Building height refers to the vertical distance between lowest finished grade at the front of the building, or the base flood elevation where applicable, and:

(1) The average height level between the eaves and ridgeline of gable, shed, hip or gambrel roof;

(2) The deck line of a mansard roof; or

(3) The highest point of the coping of a flat roof.

Hip roof: See *Roof, hip*.

Historic resources: See *cultural resources*.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Home occupation: A use approved as a permitted use or special exception and any on-site business conducted entirely within a dwelling and carried on by residents thereof. Such use is to be clearly incidental and secondary to the residential uses and shall not change the residential character of the dwelling, and further provide that the use can meet the special exception regulations, as outlined in this LDC.

Hotel: A transient commercial lodging establishment consisting of one or more buildings used only for this purpose, including accessory uses such as eating and drinking facilities, recreation facilities, and parking. Lodgings may consist of sleeping rooms only, or may include cooking facilities also, but not intended for long-term occupancy.

Identification sign: See *Sign, identification.*

Illuminating Engineering Society of North America: Agency that approved an American National Standard Practice for Roadway Lighting. This recommended practice provides the design basis for lighting roadways, adjacent bikeways, and pedestrian ways.

Imperiled upland habitat: Includes natural habitats known to support rare species and the Coastal/Conservation element of the Comp Plan. Florida Natural Areas Inventory (FNAI) criteria are utilized to determine if the area consists of the following designations:

(1) Sandhill.

(2) Scrub.

(3) Maritime Hammock.

(4) Live Oak Hammock.

(5) Coastal Strand.

(6) Coastal Grassland.

Impervious: Any improvements that do not readily absorb or retain water including, but not limited to, building roofs, parking, driveway areas, gravel areas, sidewalks, and paved areas.

Impervious surface ratio: The percentage of the area of a lot covered by impervious surface.

Improvements, required site development: All land development improvements necessary to support the proposed buildings, as documented on the approved site plan drawings.

Improvements, required subdivision: All land development improvements necessary to support and service a proposed division of land into smaller parcels. Work includes, but is not limited to, water and sewer, paving and drainage, earthwork and clearing, erosion and sediment control facilities, and measures.

Independent living unit: A senior adult detached or attached housing unit that is an element of a continuing care retirement community, that provides optional services for residents to receive their choice of meals, personal services, medical services, housekeeping, transportation services, and organized social/recreational activities.

Infrastructure: A set of interconnected structural elements that provide the framework supporting an entire structure. This term has diverse meanings in different fields, but in the LDC, it refers to roads, water mains, and storm and sanitary sewer pipes to support a site plan or subdivision project.

Inspection: Observation of construction work being performed to assure compliance with approved plans and permits.

Inspection punch list: List of deficiencies and concerns that are a result of an inspection of a construction site.

Institution: Building and/or land designed to aid individuals in need of mental, therapeutic, rehabilitative counseling, or other correctional services.

Island: A raised area in a roadway, driveway, or parking facility used to control or direct traffic flow that typically contains landscape material to provide shade and aesthetics within parking facilities.

Island, median: A landscaped island at least five feet wide located between two rows of parking spaces with no intervening drive aisle.

Island, terminal: A landscaped island at least five feet wide located at the beginning or the end of a row of parking spaces that separates the adjacent parking space from a drive or parking aisle.

Junk yards: Place, structure, or lot where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, etc., including auto wrecking yards, used lumber yards, house-wrecking yards, and yards or places for storage or handling of salvaged house-wrecking and structural steel materials. This definition shall not include pawn shops and establishments for the sale, purchase, or storage of usable secondhand cars, salvaged

machinery, used furniture, radios, stoves, refrigerators, or similar household goods and appliances. Nor shall it apply to the processing of used, discarded, or salvaged materials as part of manufacturing operations.

Kennel: As defined in *Chapter 8 Animals* of the City of Palm Coast *Code of Ordinance.*

Keystone: Stone wedge at uppermost point of an arch that secures other arch members in place. Wedge-shaped member installed above an arch for ornamentation.

Kitchen, summer: An outdoor kitchen located for the primary use of outdoor entertaining not to be used for the purpose of a separate single-family dwelling and enclosed by no more than three walls under roof, including but not limited to, glass enclosures.

Landscape area: All pervious area within a site that supports the growth of plant material of any type. When used to calculate minimum tree requirements and landscape area requirements, the following areas shall not be counted as landscape area: synthetic turf areas, ponds, lakes, streams, rivers, and normally wet stormwater retention areas. If an existing or proposed water body, or normally wet retention area is a limiting factor as far as available site development area, then up to 25 percent of the area comprised by these features may be counted as landscape area providing this area be included in the area calculations for overall tree requirements.

Landscape buffer: See *Buffer, landscape.*

Landscape feature: An embellishment to the natural environment by blending manmade or natural materials with plantings in order to improve the outdoor aesthetics of a property. Landscape features, which include decorative planters, stone work, brick work, shall not exceed three feet in height. A Landscape feature, as defined herein is not a fence or wall.

Landscaping: Living plant material purposely installed for functional or aesthetic reasons at ground level and open to the sky.

Land Use Administrator: The City Manager shall act as the Land Use Administrator under the provisions of this LDC and shall prescribe and direct the processes and procedures, other than as otherwise specifically set forth in this LDC, relative to the administration of development review within the City. The City Manager may assign such duties to a City staff person or a team of City staff persons as he or she deems appropriate.

Lane: A strip of roadway or vehicular use area specifically designated to accommodate a single line of vehicles; a narrow way or passage for a specific use such as bicycles, pedestrians, etc.

Lane, bypass: An alternative channel, passage, or route.

Large quantity generator: A large quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one who generates more than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Large-scale commercial center: A commercial facility intended to function as a unit with a large-scale retailer as the anchor with shared services of other commercial uses. At least one anchor unit shall contain a minimum of 60,000 square feet.

Lawn/turf/sod: Upper layer of soil bound by live plant roots supporting the grass covered surface of the ground.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include, but not limited to:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Level of service: An existing or projected indicator of the extent or degree of service provided by a concurrency public facility or other public facility based on and related to the operational characteristics of the concurrency public facility or other public facility.

Level of service standard: The adopted and acceptable volume of demand for each concurrency public facility or other public facility thereby reflecting an acceptable operational level as to a facility. Volume of demand may be stated as a measure of quantity of capacity per unit of demand or may state a level of performance for which the methodology and rationale used for quantitative measurement is clearly demonstrated in the Comp Plan or its supporting data and analyses.

Light-duty truck: As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Light fixture: An artificial illuminating device or lamp, permanent or portable, used to illuminate or to attract attention. Such devices shall include, but are not limited to, search, spot, string, or floodlights for:

(1) Building and structure lighting, to include canopies and overhangs.

(2) Recreational area lighting.

(3) Parking lot lighting.

(4) Landscape lighting.

(5) Billboard or sign lighting.

(6) Street lighting.

(7) Display and service area lighting.

Lintel: A horizontal structure member, such as a beam or stone, which spans an opening, as between the uprights of a door or window or between two columns or piers.

Listed species: Those animal species which are endangered, threatened, or of special concern and are listed in Sections 39-27.003, 39-27.004 and 39.27.005, FAC and those plant species listed in 50 Code of Federal Regulation 17.12 when such plants are found to be located in a wetland or other surface water (Subsection 40C-4.021(19), FAC).

Littoral zone: An environmental planting area around the perimeter of water bodies consisting of littoral shelf plantings, transitional plantings, and upland vegetation.

Live aboard watercraft: Any watercraft docked at a marina facility inhabited by a person or persons for any three consecutive days or a total of five days within a 30-day period, or any watercraft represented as a place of business, a professional or other commercial enterprise, or a legal residence.

Living area: Enclosed rooms, as measured by its outside dimensions, which can be heated or cooled with the exception of garages.

Loading space, off-street: A space logically and conveniently located for pickups or deliveries or for loading or unloading, scaled to the size of the delivery vehicles expected to use it, and accessible to such vehicles when required off-street parking spaces are occupied.

Local road: A route providing service that is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property.

Lot: A parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law.

Lot, corner: A lot abutting upon two or more streets at their intersection of less than 135 degrees. The point of intersection of the street lines is the corner. In the event the principal building is more directly oriented to the lot corner at the street intersection than to either street frontage, such lot shall be considered to have two front yards, one abutting each street.

Lot depth: The average distance between the front and rear lot lines.

Lot, double frontage: A lot having frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot line, front: The lot line separating the lot from the rights-of-way of the principal street on which the lot abuts.

Lot, interior: A lot other than a corner lot.

Lot line, rear: The lot line opposite to and most distant from the front lot line, except for double frontage lots, which shall have two front lot lines.

Lot line, side: Any lot line other than front or rear lot line. A side lot line of a corner lot, separating a lot from a street, is called a side street lot line. A side lot line separating a lot from another lot is called an interior lot line.

Lot of record: A lot established prior to the enactment of this regulation that is a part of a recorded map or plat or a lot described by metes and bounds description, which is recorded according to Florida Law prior to November 16, 2008.

Lot width: The average distance between the side lot lines, measured along the front setback line.

Louvers: Vented covering for an opening that allows passage of air, but prevents rain and pests from entering. Commonly made of wood, aluminum, or galvanized steel and designed of horizontal slats in doors and shutters.

Luminaire: A complete lighting unit consisting of one or more lamps, together with the components designed to distribute the light, to position and protect the lamps, and to connect the lamps to the electrical power supply.

Machinery and equipment sign: See *Sign, machinery and equipment.*

Maintenance surety: See *Surety, maintenance.*

Mangrove stand: An assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: black mangrove (Avicennia nitida); red mangrove (Rhizophora mangle); white mangrove (Longunculariaracemosa); and buttonwood (Conocarpus erecta).

Mansard roof: See *Roof, mansard*.

Mansard, false or stuck on: A sloped plane that is attached or applied to a flat roof to make it appear to be a mansard roof.

Manual on transportation: The standard manual of recommended minimum requirements for signs, signals, and pavement markings in the United States.

Manufactured home: A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufacturing, heavy: An establishment whose principal purpose is the mechanical or chemical transformation of materials or substances into new products, including the bulk storage of raw materials, and which process may emit noise, vibration, dust, odor, or pollutants. Activities include manufacturing, assembly, and fabrication, including large scale or specialized industrial operations, processing, and compounding of semi-finished products from raw material in bulk form used in an industrial operation. Examples of heavy manufacturing include, but shall not be limited to, cement manufacturing, ship/boat manufacturing, and similar uses.

Manufacturing, light: An establishment whose principal purpose is the manufacturing, assembling, compounding, processing, packing, baling, repairing, storage, or distribution of products made from previously prepared basic materials. Examples include bond, cloth, cork, fiber, leather, paper, plastics, metals (not involving punch presses over 50 tons rated capacity), stones, tobacco, wax, yarns, or wood (except where sawmills or planing mills are employed). Uses deemed to qualify as light manufacturing include, but are not limited to, sign manufacturing, commercial bakeries, and similar uses.

Marina facility: Any structure or combination of structures, other than a single residential dock, located on or over the water surface of the navigable waters of the City, and is designed or used for the mooring of watercraft. Marina facilities are classified into the following subcategories.

(1) *Commercial marina:* Any facility or structure that is used for business or income producing purposes, through rental or any other means, the services of which are open to the general public, or which serves as an accessory facility to other rental, commercial, or industrial operations. It shall include, but not be limited to, docking for restaurants, hotels, motels, commercial fishing, shipping, or sales.

(2) *Noncommercial marina:* A marina facility designed to moor three or more watercraft that is intended to be used for private recreational or leisure purposes by persons or groups of persons who are residents of a development, or a nonprofit organization. General public usage and/or access is and will be prohibited by deed restrictions, easements, or other legally binding documentation except that a de minimis number of watercraft slips, not to exceed five percent, may be subject to rental agreements to nonresidents of the development associated with the marina facility. A marina associated with and part of a development shall not be deemed a commercial marina if instruments of title, acceptable to the City, bind the developed property to the marina in a manner approved by the City. A marina facility with no more than five-day slips shall be considered a noncommercial marina.

Marine service station: A facility that provides fueling services for watercraft while they are located on or over the water.

Market value: Relating to flood damage protection, this term means the Property Appraiser's 'Just Value' of the structure, excluding the land, or an appraisal of the structure by a qualified independent appraiser. For the purposes of determining "substantial damage" per incident, the market value is the value prior to the damage occurring. For purposes of determining "substantial improvements", the market value is the value prior to the start of construction of each improvement.

Market value: The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of

relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Master meter: A single meter serving a multifamily residential or multi-unit commercial facility. This term includes, but is not limited to, master meters serving condominiums, apartments, mobile home parks, hotels, motels, travel trailer parks, shopping centers, and office buildings.

Master Planned Development District (MPD): The purpose of the Master Planned Development District, which takes the place of the former Planned Unit Development (PUD), former Planned Rural Development (PRD), former Village Center (VGC-1, VGC-2), and former Golf Course Community (GCC) Districts, is to provide opportunities for innovative planning and design. Although greater flexibility is given within this district, procedures are established in this LDC to ensure that master planned developments are consistent with sound and generally accepted land development practices and that added benefit is accrued to the community.

Mechanical equipment: Equipment such as air conditioning units, pool pumps, generators, and gas tanks.

Median income: The Flagler County median income is the figure published, and periodically updated, for the County as a whole by the U.S. Department of Housing and Urban Development.

Medical marijuana treatment center: Has the meaning provided in Article X, Section 29, Florida Constitution. Medical marijuana treatment center dispensing facilities are a component of said definition. Medical marijuana treatment center dispensing facilities are subject to licensure by the Florida Department of Health, pursuant to F.S. § 381.986 (2017) and implementing regulations.

Microbrewery: A facility licensed by the State for the production and packaging of malt beverages with low alcoholic content for distribution or for consumption on the premises, with a capacity of not more than 15,000 barrels per calendar year. Accessory uses may include tasting rooms with food sales or tours of the microbrewery.

Mitigation: An action or series of actions to offset the adverse wetland impacts. Mitigation usually consists of restoration, enhancement, creation, preservation, or a combination thereof. Mitigation also refers to the required replacement of protected trees that are removed for multi-family, institutional, commercial, and industrial development and residential lots.

Mobile home: A structure, transportable in one or more sections, which is eight body feet or more in width and which is built on an integral chasses and designed to be used as a dwelling when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. This structure is required to bear the insignia of the U.S. Department of Housing and Urban Development (HUD).

Mobile home park: A residential development on a parcel of land in one ownership providing rental spaces for two or more mobile homes on a long-term basis, with recreation and service facilities for the tenants.

Mobile home park/subdivision, existing: See *Manufactured home park/subdivision, existing*.

Mobile home park/subdivision, expansion to an existing: See *Manufactured home park/subdivision, expansion to an existing.*

Mobile home park/subdivision, new: See *Manufactured home park/subdivision, new.*

Mobile home park/subdivision, substantially improved existing: See *Manufactured home park/subdivision, substantially improved existing.*

Mobile home space: A plot of ground within a mobile home park designated for the accommodation of one mobile home or travel trailer.

Mobile home subdivision: A residential development designed for the accommodation of mobile homes on individually owned lots or in condominium or cooperative ownership, including recreation and open space areas held in common ownership, but not including developments serving tourists or vacation-oriented travel trailers, motor homes, campers, etc.

Model home: A finished single-family residential unit, including units in a multifamily structure and manufactured/mobile homes, for which a certificate of occupancy has been obtained and located in a residentially zoned district, but utilized as an example of a product offered for sale to purchasers by a realtor, builder, developer, or contractor.

Molding: An embellishment in strip form, made of wood or other structural material, used to decorate or finish a surface, such as the wall of a building or the surface of a door.

Monotonous: Tediously uniform or unvarying.

Motel: Any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, off-street parking for each unit, a central office on the property with specified hours of operation, and a bathroom or connecting bathroom for each rental unit. Lodgings may consist of sleeping rooms only or may include cooking facilities also, but not intended for long-term occupancy.

Mulch: An organic soil additive or topping such as compost, wood chips, wood shavings, seasoned sawdust, bark, leaves, or pine straw, used to reduce evaporation, prevent erosion, control weeds, enrich the soil, and moderate soil temperature. Inorganic materials such as rock or chipped rubber are also considered mulch. Where the word mulch is used in reference to seeding requirements, it is deemed to be straw or hay.

Multifamily: See *Dwelling, multifamily.*

Multi-tenant retail center shall mean retail uses in one or more buildings consisting of two or more individual, unaffiliated tenants. Multi-Tenant Retail Centers include shared access connections to external roads, shared internal circulation, parking and external signs and master stormwater management areas. Multi-Tenant Retail Centers do not include outparcels.

Multiuse building: A building that provides for nonresidential uses on the first floor and residential living quarters located above the first floor.

Munsell: A standard color system that allows precise documentation of colors using an alphanumeric code to describe the color attributes of hue (pigmentation), value (lightness/darkness), and chroma (color intensity). To establish an objective means of color evaluation, the Munsell color system's lightness value shall guide the selection of acceptable colors.

National Register of Historic Places: The official listing of cultural resources or historic properties significant in American history, architecture, archaeology, engineering and culture, maintained by the Secretary of the Interior as established by the National Historic Preservation Act of 1966, as amended.

Native plant: See *Plant, native.*

Navigable waters of the City: Lakes, ponds, Intracoastal Waterway, saltwater canals, freshwater canals, streams, or any other body of water or waterway natural or artificially created, or any constructed channel or water body to said bodies of water or waterways, located within the City of Palm Coast that can be used for the navigability of watercraft. It is not the intent of the LDC to assert ownership of such waters, but it is the intent of this Ordinance to assert land use regulatory jurisdiction as set forth in the LDC.

Nonconforming use: A use of land existing lawfully at the time of the enactment of this regulation, or at the time of a zoning or use change and which does not conform with the regulations of the use district in which it is located.

Nonresidential: Used or intended for purposes other than as a dwelling unit.

Nonresidential controlling master site development: Commercial facilities developed on one or more lots and intended to function as a unit with shared services and facilities.

Non-vehicular non-access easement: An easement that limits or preludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries. See also, spite strip.

Nursery, plant materials: Land, building, structure, or combination thereof for the storage, cultivation, transplanting of live trees, shrubs, or plants offered for retail sale on the site, including products used for gardening or landscaping.

Nursing home: A home for aged, chronically ill, or incurable persons in which three or more persons, not of the immediate family, are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

Off-site improvements: All land development improvements proposed to be built on land that is not part of the project property, except for work within a public road right-of-way immediately adjacent to the project limits of frontage on that road.

Off-street loading space: See Loading space, off-street.

Off-street parking space: See *Parking space, off-street.*

One hundred (100)-year flood elevation: See *Base flood elevation*.

One-way: A roadway or aisle on which traffic moves in only one direction.

On-site: Within the limits of the area encompassed by the tract area or parcel of record on which the activity is conducted.

Open space: The land area within a development which is retained in its natural condition or improved in a manner for the enjoyment of all persons owning property within the development. Open space includes, but is not limited to, tree and environmental preservation areas, waterbodies, and common area parcels, and is not developed with impervious surface unless it is common open space. Open space also includes those portions of the right-of-way that are pervious.

Operation: To cause or to allow a system to function.

Operator: Any person in whose name an electronic game promotion is conducted and in whose name a certificate of use is issued.

Oriel: A bay window supported from below by corbels or brackets.

Outdoor display: An outdoor arrangement of objects, items, products, or other materials, typically not in a fixed position and capable of rearrangement, designed and used for the purpose of advertising or identifying a business, product, or service.

Outparcel: For the purpose of this Code, an area meeting the minimum zoning district dimensional requirements and located within a shopping center that shares a common parking lot with other buildings and establishments within said shopping center, but separated from the principal building and establishments by parking or vehicular use area.

Overhead utility facilities: Communications and power lines installed through the air supported on and spanning between poles.

Parapet: A low wall projecting from the edge of a platform, terrace, or roof.

Parasite sign: See *Sign, parasite.*

Parent parcel: A tract or parcel of land that was lawfully created by either a plat or nonstatutory subdivision.

Park trailer: A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01 .]

Parking: The temporary, transient storage of motor vehicles used for personal transportation while their operators are engaged in other activities. It shall not include storage of new or used cars for sale, service, rental, or other purpose other than specified above.

Parking angle: The angle formed by a parking stall and the wall or centerline of the facility, ranging from 90 degrees (perpendicular) to 45 degrees.

Parking design: The layout and design of a parking facility based on standard criteria.

Parking lot: A surface area for parking off the street or beyond the right-of-way.

Parking, parallel: Spaces designed parallel to the curb of a street, a lot, or a parking structure wall.

Parking, shared: The approved use of the same off-street parking space for two or more distinguishable uses where peak-parking demand of the different uses occurs at different times of the day.

Parking space: A surface area reserved for temporary storage of one motor vehicle and connected to a street by a driveway.

*Parking space, off-stree*t: An off-street parking space shall consist of an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a street or alley and maneuvering room, but shall be located totally outside of any street, alley right-of-way, or highway.

Parking stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Passenger station: A facility at which passengers may board and alight from buses and/or trains, usually consisting of at least one covered structure or building for the use of waiting passengers.

Pavilion: A central or flanking projecting subdivision of a façade, usually accented by more elaborate decoration or a greater height and distinction of a roof line.

Peak period: The period of maximum parking activity, this can be by the hour, day of week, or seasonal.

Pedestrian: A person whose mode of transportation is on foot, including a person "walking a bicycle."

Pediment: A low-pitched triangular gable on the front of a building.

Performance surety: See *Surety, performance.*

Periodic Overflow Parking: Periodic overflow parking refers to designated, temporary, or secondary spaces used when primary parking lots are full or during high-demand events.

Permanent commercial campground: A parcel or plot of ground upon which two or more permanent (year-round) campsites are located, established and maintained for occupancy by camping units of the general public. Such campgrounds must meet the minimum state code requirements for sanitary facilities and potable water supply.

Pervious area: The total lot area left in a condition that permits full percolation of the stormwater including surface water bodies, wetlands, and retention areas.

Pharmacy: A retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to medical marijuana treatment center dispensing facilities, as referenced in F.S. § 381.986 (11) as amended from time to time. The term does not include hospice services, medical and diagnostic laboratories, dental labs, medical and professional offices, outpatient care facilities, assisted living facilities, nursing homes, adult day care centers, child day care centers, schools, colleges, or other educational or health care institutions.

Pier: Wharf projecting into a body of water. In addition, an upright support member of a building designed and constructed to function as an independent structural element in supporting and transmitting

building and environmental loads to the ground with a height limited to a maximum of three times its least lateral dimension.

Pilaster: A pilaster is a rectangular support which resembles a flat column. The pilaster projects only slightly from the wall, and has a base, a shaft, and a capital.

Pile: An upright support member of a building, usually long and slender in shape, driven into the ground by mechanical means and primarily supported by friction between the pile land the surrounding earth. Piles often cannot act as individual support units and require bracing to other pilings.

Pitch: The slope of a roof expressed in terms of a ratio of height to span.

Pitched roof: See *Roof, pitched.*

Planned unit development (PUD): A former zoning classification that allowed an area of land, controlled by a landowner(s), to be developed as a unified project and single entity for a group of structures such as residential or nonresidential or any combination thereof. See *Master Planned Development District.*

Plant, native: Means any plant species with a geographic distribution indigenous to all or part of the State of Florida.

Plat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Plinth: A continuous course of stones that form the base or foundation of a wall.

Political sign: See *Sign, political.*

Pollutant: Includes, but is not limited to, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.), heat, wrecked or damaged equipment, rock, sand and industrial (excepting the county's discharges), and agricultural waste discharged into the MS4, and including other materials which the City Manager or designee or federal or state regulatory agencies may deem appropriate to be included.

Porch: A roofed, open space that may be screened, attached to, or part of a building and with direct access to or from the building.

Portal: A doorway, entrance, or gate, especially one that is large and imposing.

Portico: A porch or walkway with a roof supported by columns, often oriented at the entrance of a building.

Poultry: Any chickens, turkeys, ducks, or geese.

Potable water: The water that is satisfactory for drinking, culinary, and domestic purposes and that meets the quality standards of the Florida Department of Environmental Protection.

Preconstruction conference: A meeting that is held between City staff and the contractor or developer after the issuance of a development order, but prior to the issuance of a building permit for the purpose of coordination of project and assurance of compliance with City regulations.

Preliminary site plan: An illustration of the details of development of areas such as, but not limited to, commercial, industrial, recreational, and multifamily residential uses not being platted. The required submittals and processing procedures shall be similar to those provisions for final platting to the extent deemed applicable for the proposed use by the Land Use Administrator.

Preservation: The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic properties.

Principal building: See *Building, principal.*

Private club: See *Club, private.*

Project: A particular development on an identifiable parcel of land.

Property: For the purpose of utilities, the real property owned or controlled by an applicant for which water service capacity allocation, wastewater service capacity allocation, or both is requested.

Public facility baseline statement: The concurrency baseline statement is an assessment of public facility available capacity anticipated for the reporting period.

Public use: See *use, public.*

Qualified environmental professional: A professional entity (may be an individual or company/firm) having appropriate scientific background and experience in the evaluation of wetland systems, delineation of jurisdictional wetlands, and listed flora and fauna in the State of Florida and the assessment of central Florida ecological communities.

Quoin: A stone or brick forming an exterior angle of a masonry wall that is differentiated from adjoining surfaces by material, texture, color, size, or projection.

Rain garden: On-site retention of stormwater using vegetated depressions engineered to collect, store, and infiltrate runoff. Also, known as Bio-Filter and an LID IMP.

Range (appliance): A single kitchen appliance that combines both a cooktop (stovetop) and an oven into one unit.

Reclaimed water: Water, treated wastewater, or wastewater effluent that has been appropriately treated and which, as a result of the treatment of wastes, is suitable and usable for direct beneficial uses or a controlled use by and for public agricultural, commercial, residential or industrial developments, projects or purposes including, but not limited to, irrigation purposes in green areas of developments or other appropriate areas; water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment plant.

Reclaimed water distribution system:

(1) Reclaimed water mains.

(2) Sub mains.

(3) Transmission lines.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Reclaimed water system: As used interchangeably, means any and all reclaimed water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Recreation, indoor: An indoor public or private establishment designed and equipped for the conduct of sports and leisure time activities except for electronic game promotions. Some examples include bowling alleys, game rooms, theaters, gymnasiums, pool halls, and skating rinks.

Recreation, outdoor: Any site where the principal use is the provision of outdoor amusements, sports, games, athletic facilities, or other outdoor recreational facilities and/or services. This term includes botanical gardens, zoological gardens, skeet and gun clubs, golf driving ranges, miniature golf, go-cart tracks, drive-in theaters, aquatic centers, and water parks, but does not include golf courses or public parks and recreational facilities.

Recreational vehicle: Relating to flood damage protection, this term means a vehicle that is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Redevelopment: In addition to the definition of "development" provided in F.S. § 380.04 , this term shall mean a substantial or material change in the use or character of an existing development property including, but not limited to, alterations, expansions, or renovations to structures, paved areas, and other property fixtures and features requiring a building permit.

Regulated use (or regulated activity): Any publicly or privately owned operation within a wellhead protection zone that handles, sells or otherwise distributes, produces, uses, stores, or disposes of a regulated substance, unless specifically exempted.

Remedy a violation: See *Violation, remedy of*.

Remove or *removal:* Actual or effective removal through killing, damaging or destroying any trees listed as protected.

Replat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with all applicable sections of F.S. ch. 177 , and this LDC.

Required site development improvements: See *Improvements, required site development*.

Required subdivision improvements: See *Improvements, required subdivision*.

Residential: Used or intended for use as a dwelling unit and includes uses accessory to a dwelling unit.

Restaurant, fast-food/fast-casual: An eating establishment where customers order and receive their food and/or beverages at a counter, select individual items prepared in front of the person, serve themselves buffet style, which include a drive-in window, or service is via drive-up service. Customers may or may not consume the food or beverages on-site.

Restaurant, sit-down: An eating establishment where food and/or beverages are served by waitresses or waiters to patrons seated at booths or tables. A sit-down restaurant may also provide accessory drive-through and walk-up services. If the business also sells alcoholic beverages, the sale of food products must represent at least 51 percent of the facility's total sales, or the business shall be considered a drinking establishment.

Retail fulfillment distribution center: A building where an e-commerce retailer can quickly deliver merchandise to online shoppers for pickup, or where the merchandise is transferred to a retail operator or local delivery service for rapid delivery to shoppers' homes or businesses.

Reuse: The deliberate application of reclaimed water, in compliance with the Florida Department of Environmental Protection and St. Johns River Water Management District rules, for a beneficial purpose.

Revetments: Wall with severe slope away from the base.

Right-of-way: Land in which the City owns the fee or has received a dedication for, or has an easement devoted to, or required for, the use of a public road, the use of stormwater management, or any other public use, including for medians, sidewalks, and driveways.

Riverine: Relating to flood damage protection, this term means relating to, formed by, or resembling a river including, but not limited to, tributaries, stream, brook, etc.

Road: Means and shall include streets, alleys, highways, sidewalks, bike paths, driveways, medians, and any other ways open or unopened to travel by the public, including the road bed, right-of-way and all culverts, drains, ditches, inlets, stormwater facilities, embankments, bridges, retaining walls, guardrails or other appurtenances necessary for the maintenance of travel.

Roof: The outside top covering a building or structure.

Roof, flat: A roof having no slope, or one with only a slight pitch to drain rainwater.

Roof, gable: Roof with gabled ends that slopes in two opposite directions from the ridge.

Roof, gambrel: Roof sloped in two opposite directions from the ridge, with each surface divided into two sections with different pitches. Lower section of the roof slopes steeply to the outside walls.

Roof, hip: A roof with sloping ends and sides. In addition, external angle formed at the intersection of two adjacent sloped roof sections.

Roof, mansard: A mansard roof has two slopes on each of the four sides. The lower slope is steeper than the upper slope. Dormers are often set in the lower slope. The upper slope is usually not visible from the ground.

Roof, pitched: A roof having one or more slopes.

Roof, shed: A roof with one slope.

Rooming house: See *Boarding home*.

Runoff (applies only to Chapter 9): The draining away of water (or substances carried in it) from the surface of an area of land, building, or structure.

Runoff (does not apply to Chapter 9): Relating to flood damage protection, that portion of precipitation that is not intercepted by vegetation, absorbed by the land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of the soil).

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

School: A facility used for education or instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational and professional schools giving instruction in vocational, professional, technical, industrial, musical, dancing, dramatic, artistic, linguistic, scientific, religious or other special subjects. This term does not include childcare centers if separate from elementary schools.

Scoring: Scratching or roughening the surface of a member or material to create a rough finish or key for subsequent coats. To cut a narrow channel or groove in the surface of a material to allow for deeper cuts without shattering or splintering the face of the material.

Screen planting, medium: A 30-inch-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, short: A two-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to partially block the view of something from adjacent properties or a rights-of-way.

Screen planting, tall: A five-foot-high planting of continuous non-deciduous shrubs, with appropriate spacing, intended to primarily block the view of something from adjacent properties or a rights-of-way, with opacity of at least 60 percent at time of planting that achieves 80-percent opacity within two years.

Seat: For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units, installed or indicated, for each 24 lineal inches of benches, pews, or space for loose chairs.

Seawall: A structure built between a water body on one side and land on the other side.

Semipublic use: See *Use, semipublic*.

Septic tank: The sewage disposal system in which effluent is flushed into an underground tank and allowed to slowly absorb into the surrounding soil.

Service use: See *Use, service.*

Setback: The area between a property line and a line parallel thereto at a distance equal to the appropriate setback distance. (See *Yard* and *Lot line*)

Setback line: The minimum distance prescribed by a zoning district between any property line and the foundation of a building or structure, or from the property line to the edge of a deck or concrete pad. A line within a lot parallel to a corresponding lot line, which is the boundary of any specified front, side or rear setback/yard, or the boundary of any public right-of-way whether acquired in fee, easement, or otherwise, or a line otherwise established to govern the location of buildings, structures, or uses. (See *Yard* and *Lot line*)

Setback, 25-foot floodway: The area between the outer boundary of the regulatory floodway associated with natural named wetland systems including, but not limited to Big Mulberry Branch and Bulow Creek shown on the FIRM and a line parallel thereto at a distance of 25 feet. The purpose of the 25-foot floodway setback is to minimize encroachments to protect floodplain storage and natural floodplain functions.

Sewers, public or community: An approved sewage disposal system that provides a collection network and disposal system, and central sewage treatment facility for a single development, community, or region.

Sexually oriented business: A commercial bodily contact establishment, escort service, or sexual encounter business. A business shall be a sexually oriented business, whether services are provided on the premises of an establishment or on an out call basis at any other place and regardless of whether such business is licensed under this LDC. A business with a sexually oriented business license shall be presumed to be a sexually oriented business. An individual operating a sexually oriented business is subject to the provisions of this LDC notwithstanding the fact that services are being provided at or from a residence, motor vehicle, vessel, or any other location. A license pursuant to this LCD is required unless the individual is a paid employee for whom taxes and social security payments are withdrawn and paid by the licensed establishment, worker records are maintained, and the individual is not an independent contractor.

Shade tree: See *Tree, shade*.

Shared parking: See *Parking, shared*.

Shed roof: See *Roof, shed*.

Shopping center: An integrated group of primarily retail-oriented commercial establishments that is planned, developed, owned and managed as a unit.

Shutters: Wood, metal, or plastic panel on either side of a window. May be hinged, but commonly fixed in position. Originally used as a protective covering for windows when swung closed.

Sight distance: The minimum distance that allows a vehicle traveling at a designed speed to be able to stop before reaching a stationary object in its path. Typically, the design sight distance allows a below-average driver to stop in time to avoid a collision.

Sight triangle: A triangular-shaped area at intersections that provides a clear line of sight for drivers at a vertical level between two feet and seven feet above the average grade at the centerline of the right-of-way. Two sides of the triangle shall be the edges of pavement along each roadway from their intersection with their lengths based on the type of roadways, and the third side being a line connecting the ends of the first two lines.

Sign: Any letters, numbers, symbols, graphics, pictures, or figures, or combination thereof that are erected, constructed, placed, or attached on a structure, ground, or body which identify, advertise, or direct attention to a product, business, institution, place, person, or event, or any other communication and that can be seen from the public right-of-way or public waterway. When not modified by the terms "structure" or "face", the term "sign" shall include all parts of the sign and its supporting structure.

Sign, A-frame: A type of sign composed of two boards set up in a triangle shape hinged along the top.

Sign, abandoned:

(1) Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the Land Use Administrator shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises, and relocation of the business.

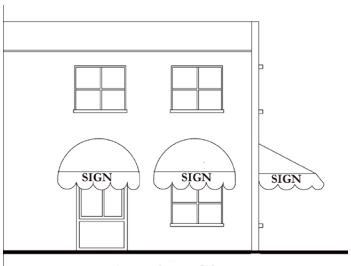
(2) Any sign structure that not used for business purposes for over six months and that is nonconforming according to existing codes regarding height, setback, or sign area.

Signage program: A graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular development to include style, color, location, size, and material.

Sign, animated: Any sign of which all or any part thereof revolves or moves in any fashion whatsoever; and any sign which contains or uses for illumination any light, lights or lighting device or devices which change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part thereof automatically. Animated signs also include electronic, LCD and LED signs if they are using movement and change of light to depict action or to create special effects or scenes. Also, known as Automatic Electric Changing Signs (ACS). Does not include manually changeable copy sign.

Sign area: The area of a sign face (which is also the sign area of a wall or other sign with only one face) shall be computed by means of the smallest square, circular, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display. This includes any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The sign area does not include any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets the LDC and is clearly incidental to the display itself.

Sign area, aggregate: The architectural area around the copy of the sign. The maximum aggregated sign area is determined by calculating sign area times two and is exclusive of the sign area.



Awning Sign

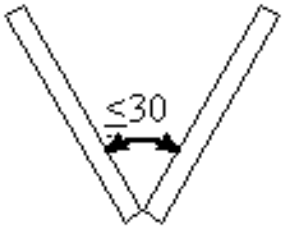
Sign, awning: Any sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning or canopy.

Sign, commercial: A sign intended to promote the commercial or economic interests of the owner or the products/services offered on the site.

Sign, digital: Any sign which has the capability of changing message content through the use of an electronically controlled device.

Sign, directional: Any sign intended to provide direction to the public, including signs that direct traffic onto or within a site, identify restrooms, parking areas or spaces, freight entrances, or other facilities for the convenience of the public.

Sign, directory: A sign that provides a listing of the occupants of a multitenant center and their suite/building numbers. Directory signs are not intended to be visible from the public right-of-way, but to give direction to customers already within the site.



Sign, electronic display type: A sign for presentation of information for visual reception, acquired, stored, or transmitted in various forms, where the input information is supplied as an electric signal, and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic, or other combination of light source to create the message. In addition, signs that appear protected, or are intermittently or intensely illuminated, or of a traveling, scrolling, or sequential light type, or contain, or are illuminated, or flashing light.

Sign, free expression: A sign, not in excess of four square feet in size (area) where the top of the sign is not more than three feet off the ground, if freestanding, and communicating information or views of concern to the owner of the sign, or containing any other noncommercial message that is otherwise lawful.



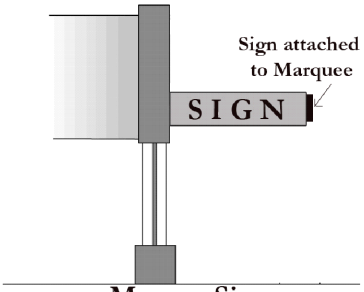
Freestanding Sign

Sign, freestanding: A monument sign supported by a sign structure in the ground and that is wholly independent of any building, fence, vehicle, or object other than the sign structure for support. The width of the base must be less than the width of the display area but must be a minimum of 40% of the width of the sign face.

Sign height: The vertical distance as measured from the finished grade to the highest point of the sign structure. Finished grade is the newly established grade at the base of the sign after construction of the sign, exclusive of any filling, berming, madding, or excavating solely for the purpose of locating the sign.

Sign, identification: A sign that indicates the name and type of business or service, residents, or the name of the development located on the site where the sign is located including street address, phone number, and graphic of business logo.

Sign, illuminated: A sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.



Marqee Sign

Sign, machinery and equipment: Graphics and trademarks on vending machines, gas pumps, and machinery customarily used outside of buildings. Also, includes signs on public works and/or construction equipment (bulldozers and such) that have the brand/make of the machinery or equipment.

Sign, marquee: A sign attached to or hung from a marquee that is a permanent projecting structure protruding from the entrance of a building wall to provide shelter and display advertising.

Sign, manually changeable copy sign: The message on the sign is changed manually (without the use of an electric signal) using individual letters, numbers, phrases, or symbols. Examples include reader boards with manually changeable letters or changeable pictorial panels.

Sign, monument: A durable ground level, self-supporting sign with a solid foundation or base that is at least as wide as the sign's display area.

Sign, non-commercial: Signs which display opinions, points of view, or contain political, civic, public service, religious, or ideological messages.

Sign, off-site advertising: A sign identifying, advertising or directing the public to a business, merchandise, service, institution, residential area, entertainment or activity which is located, sold, rented, based, produced, manufactured, or taking place at a location other than on the site on which the sign is located.

Sign, parasite: Any sign not exempted by this Code, for which no permit has been issued, and which is attached to another sign.

Sign, pole: A freestanding sign supported by a pole, a column, or other fabricated support member without any type of secondary support. Pole/pylon signs typically provide clear view between the sign and the ground.

Sign, political: Any sign used solely to present information suggesting a candidate's suitability for elected public office or presenting an issue to be voted upon in the upcoming legally recognized election at the Federal, State, County, or City level or for special districts.

Sign, portable: A sign that has no permanent attachment to a building or to the ground by means of a footing including, but not limited to, an A-frame or sandwich board sign; a sign with wheels designed to be pulled or towed on a trailer or similar device, pull attachments, hot air or gas filled balloons; umbrellas used for advertising; signs mounted for advertising purposes on a vehicle that is parked and visible from the public right-of-way, sidewalk, or curb.

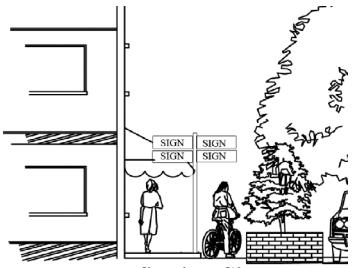
Sign, projecting: A sign that is wholly or partly dependent upon a building for support and that projects horizontally more than 12 inches from such building.

Sign, roof: A sign painted on or affixed to the roof of a building and primarily supported by that roof structure, except fascia signs.

Sign, snipe: Any sign or any material when such sign is attached in any way to trees, utility poles, motor vehicles, trailers, waterborne craft, or other objects.

Sign, temporary: A sign erected for two weeks or less to advertise or identify transitory events unless specifically permitted for a longer period by this LDC.

Sign, wall: A sign attached to a wall of a building or structure so that the wall forms the supporting structure or becomes the background of the sign. For the purpose of Chapter 12, wall signs include awning and projecting signs.



Wayfinding Sign

Sign, wayfinding: A directional sign placed in the public-right-of-way to advertise the location of one or more business or facilities in the immediate area.

Sign, window: A sign posted, painted, placed, or affixed in or on the interior or exterior of a window/glass door, or placed within three feet of a window/glass door pane, or displayed to be visible from the exterior of the building.

Silt fence: A temporary sediment barrier consisting of a filter fabric stretched across, and attached to, supporting posts and entrenched.

Site: The entire lot on which a use is or will be located and that is otherwise subject to the provisions of the LDC.

Site, building: Any lot or parcel, or group of lots or parcels, occupied or intended for development as a unit, whether or not as part of a larger development site. Building site area does not include surface waterbodies, floodways, or wetlands.

Site characteristics: The physical features of a site such as shape, area, topography, soil conditions, and access.

Site plan: A plan, to scale, showing uses and structures proposed for a parcel of land as required by the regulations involved. Includes lot lines, streets, building sites, reserved open space, buildings, landscape features—both natural and manmade—and the locations of proposed utility lines.

Site plan completion surety: See *Surety, site plan completion*.

Small box discount store: A retail store that is 16,000 square feet or less in size, which offers for sale a variety of convenience shopping goods and continuously offers the majority of the items in their inventory for sale at a price lower than traditional retail stores. Small box discount store does not include a pharmacy; and does not sell gasoline or diesel fuel, or specialty items and food items as a primary product (i.e., greeting cards, consignment, meats, seafood, cheese, or oils and vinegars).

Small quantity generator: A small quantity generator, as defined by the Resource Conservation and Recovery Act of 1976, 40 Code of Federal Regulations 260, is one that generates less than 1,000 kilograms (2,200 pounds or 250 gallons) of hazardous waste in a calendar month.

Smart irrigation controller: A weather-based irrigation device that utilizes prevailing weather conditions, current, and historic evapotranspiration, soil moisture levels and other relevant factors to adapt water applications to meet the estimated needs of plants and lawns. The controller shall estimate or measure depletion of available plant moisture to operate an irrigation system that replenishes water as needed while minimizing excess.

Special exception: A land use that is not similar in nature to the uses permitted in the district for which application is made (or in any district), but which is desired in the community, with appropriate controls, where a suitable location is available.

Special flood hazard areas: An area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Special use: Includes utilities, transportation terminals, and facilities.

Spill: See *discharge.*

Spite strip: A private easement that limits or precludes legal access for any lot, tract, or parcel onto a street or adjacent property or between subdivision boundaries.

Stall: The area, usually marked with distinguishing lines, in which one vehicle is to be parked; a parking space.

Standing seam, metal: A standing seam roof is constructed of many interlocking panels that run vertically from the roof's ridge (the top of the roof) to the eave. The interlocking seam where two panels join together is raised above the roof's flat surface, allowing water to run off without seeping between panels.

Stoop: A raised platform approached by steps at the entrance of a house.

Stormwater: Water collected or collecting as a result of natural precipitation.

Stormwater management system: A system which is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system.

Story: That portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above.

Stream: Any river, creek, slough, or natural watercourse in which water usually flows in a defined bed or channel. It is not essential that the flowing be uniform or uninterrupted. The fact that some part of the bed or channel shall have been dredged or improved does not prevent the watercourse from being a stream. Also, a body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed "intermittent streams."

Street tree: See *Tree, street*.

Stringcourse: A horizontal band or molding set in the face of a building as a design element.

Striping: Painted lines delineating stalls and circulation patterns.

Structure: Anything constructed, installed or portable, the use of which requires a location on a parcel of land, such as buildings, manufactured homes, mobile homes, fences, billboards, swimming pools, poles, pipelines, transmission lines, advertising signs, a gas or liquid storage tank, seawall, bulkhead, revetment, or other man-made facilities or infrastructure. For the purposes of Subsection 4.01.05—Residential Docking Facilities along Saltwater and Freshwater Canals (and Intracoastal Waterway, as applicable) and Section 4.16—Marinas, this term means anything constructed or otherwise located or operated on or over water, extended over water, or affixed to something that is or will be located on the ground and covered by water, or is located on land and is an essential part of the operation or an integral system of the marina such as, by way of example only, fuel and electrical systems.

Structure, existing and building, existing: Relating to flood damage protection, this term means any structure or building for which the "start of construction" commenced before February 5, 1986 or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard.

Structure, principal: The main building in which is conducted the principal use of the property on which such building is located.

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to August 19, 2008. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Summer kitchen: See *Kitchen, summer.*

Supply well, public: A well that is constructed for purposes of extracting groundwater to the surface, by mumping or natural flow, and the groundwater from such excavation is to be used for human consumption assuming it has at least 15 service connections or regularly serves at least 25 individuals daily at least 60 days out of the calendar year.

Surety: A pledge or formal promise made in the form of a cash deposit, bond, or letter of credit to secure against loss, damage, or default; a guarantee.

Surety, maintenance: Surety that guarantees that the installed improvements will remain in operable condition and not have any defects in material or workmanship for a period of 12 months after satisfactory completion of installation.

Surety, performance: Surety that guarantees that the cost of the infrastructure improvements necessary to support the subdivision to be platted is funded to complete the improvements if the property owner cannot complete them.

Surety, site plan completion: Surety that guarantees that perimeter landscape buffers will be constructed and property fenced if construction does not proceed to completion.

Surface water (applies only to Chapter 9): Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface [F.S. § 373.019 (21).]

Surface water management system: A dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14).

Surface water management system: A stormwater management system, dam, impoundment, reservoir, appurtenant work or works, or any combination thereof. The terms "surface water management system" or "system" include areas of dredging or filling as those terms are defined in F.S. §§ 373.403 (13) and 373.403 (14), (Subsection 40C-4.021(26), FAC).

Swale: Depression or channel in the ground, often designed for channeling surface water.

Temporary irrigation system: An interim system, including surface distribution elements (hose, pipe, etc.), that shall be removed once the landscaping is established or once it is no longer needed.

Temporary uses or structures: Any use or structure placed on a parcel of land for a period of short duration.

Threatened species: Those animal species listed in Section 39-27.004, FAC and those plant species which are listed as threatened in 50 Code of Federal Regulations 17.12.

Townhouse: Three or more attached single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

Traffic circulation: A traffic flow pattern, such as a two-way or a one-way, for an on-street system or off-street parking facility.

Traffic control devices: Signs, pavement markings, and signal lights designed and installed to aid in safe and effective flow of motor vehicles across roads and parking lots.

Traffic flow: The pattern of traffic movement through an area or through a parking facility.

Transom: A horizontal crosspiece over a door, or between a door and a window above it, or a small hinged window above a door or another window.

Transportation center: A designated area for public transportation such as buses, taxicab stand, etc.

Travel trailer: A recreational vehicle used for temporary housing by individuals and families during travel. This category, in this LDC, is assumed to include also campers, camping trailers, motor homes and smaller mobile homes (up to a length of 35 feet, exclusive of hitch, and eight feet in width), capable of being towed by a passenger motor car and complies with F.S. § 320.01 (1)1.

Travel trailer park: A development for the accommodation of tourists or vacationers of short-term basis, providing rental spaces for each individual trailer, camper, motor home, etc., and recreation and service facilities for the use of the tenants. This designation does not permit or allow permanent residents.

Tree: Any living, self-supporting woody perennial plant which at maturity attains a trunk diameter of at least four inches or more when measured at four and one-half feet above ground level and which normally attains an overall height of at least 15 feet, usually with one main stem or trunk and many branches.

Tree protection zone (TPZ): The circular area usually under the canopy of a tree to be protected where access, construction activities, driving, parking, storage, grubbing, fill dirt, trenching, and digging is restricted by a sturdy but temporary fence. The radius of the TPZ is equal to one foot of TPZ radius for each inch of diameter of the tree to be protected.

Tree, shade: Any tree attaining a mature height of over 35 feet and a spread of 35 feet. Other trees may be acceptable upon approval of the Land Use Administrator including, but not limited to, the species listed per City standards.

Tree, street: Any tree growing in the public rights-of-way or on private property that is within five feet of the rights-of-way line. The tree must be a shade tree if no overhead utility conflicts exist.

Tree, understory: Any tree that has a mature height of less than 35 feet or is a slower growing species, as determined by the Land Use Administrator, including, but not limited to, certain species per City standards.

Trim: To reduce, shorten, or diminish gradually a plant or parts of a plant without altering the natural shape using proper horticultural and arboricultural techniques.

Trim color: Refers to a complementary color used for the trim of architectural components such as window trim, windowsills, doorframes, cornice, and banding.

Turbidity barrier: A floating geotextile material that minimizes sediment transport from a disturbed area adjacent to or within a body of water.

Turning radius: The pavement or ramp width necessary to permit a vehicle to complete a turning maneuver.

Two-way: A roadway or aisle on which traffic moves in the opposite, yet parallel, direction.

Underground utility facilities: Communications and power lines installed below the ground surface within road rights-of-ways or easements.

Understory tree: See *Tree, understory.*

Use: The specific purpose(s) for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Use, change in: Substitution of one thing for another specifically regarding use of land or use of a building.

Use, conforming: Any use of a structure or land that is a permitted or approved provisional or special use in the district in which the structure or land is situated and which conforms to the regulations of that district and all other regulations as adopted by the City.

Use, discontinued: A use that is interrupted or in which there is a break in continuity regardless of the intent of the owner or operator.

Use, legal nonconforming: A use that lawfully occupied a building or lands at the time this LDC was adopted and that does not conform to the use regulations of the district in which it is located.

Use, nonconforming: The use of a building, structure, or parcel of land not in compliance with the regulations as adopted by the City.

Use, principal: The main or primary purpose for which a structure or lot is designated, arranged, or intended, or for which it may be used, occupied, or maintained under this LDC.

Use, public: The use of land, water, or building by a municipality, public body or board, commission, or authority, or federal, state, or county government, or any agency thereof for a public service purpose.

Use, semipublic: Includes churches, museums, and organizations operating as a nonprofit activity serving a public purpose or service and includes such organizations as noncommercial clubs and lodges, theater groups, recreational, conservation, and neighborhood associations, and cultural activities.

Use, service: An establishment where the principal use is the provision of services for individuals, business, and government establishments, and other organizations; as opposed to the selling of goods or merchandise. This term includes automotive services, business services, major vehicle service, and personal services, but does not include retailing uses, restaurants, residential social service facilities, or any industrial uses.

(1) *Service, automotive:* Where the provision of services is focused on the repair and maintenance of motor vehicles. Examples of automotive services include detailing, mechanical or interior repair, tune-ups, tire sales and service, and stand-alone car washes, and similar uses.

(2) *Service, business:* Where the provision of services is focused on support to professional office establishments. Some examples include copy centers, secretarial service, computer rental-repair service, internet service, and similar uses.

(3) *Service, major:* Vehicle or machinery service activities that do not meet the definition of automotive service shall be classified as major service. Examples include bus, truck or train terminal/maintenance facilities, commercial or industrial machinery repair shops, and body and paint shops.

(4) *Service, personal:* A service use primarily engaged in providing services involving the care of a person, his or her apparel, pets, or small appliances. Some examples include barbershops, beauty shops, dance studios, funeral homes, pet grooming, laundromats, dry cleaners (drop-off and pick up only), health and fitness clubs, caterers, window tinting, video tape/disc rentals, consumer goods rental and service centers, and similar uses.

Use, temporary: A use established for a fixed period of time with the intent that such use will terminate automatically upon expiration of the fixed time period.

Utility agreement: A written agreement between the City and a property owner that establishes the terms and conditions pursuant to which the City will provide water and/or wastewater service.

Utility facilities or *utility installations:* By way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and any and all appurtenances thereto together with all real property, easements and rights-of-way necessary to provide water and wastewater service to property whether located on-site or off-site.

Variance: A modification of the strict terms of the regulations where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulation would result in unnecessary and undue hardship. As used in this regulation, a variance may be authorized only for area and size of structure, size of yards, open spaces, and flood damage protection regulations. The establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the district or uses in an adjoining district.

Variance, floodplain: Relating to flood damage protection, this term means a grant of relief from the requirements of Section 10.02 or the flood resistant construction requirements of the Florida Building Code that permits construction in a manner otherwise prohibited by Section 10.02 or the flood resistant construction requirements of the Florida Building Code.

Vegetation: Plant material, including trees, shrubs, groundcover, and vines, that are either existing or planted on a site.

Vehicle: Any device or conveyance for transporting persons or property over the public streets, including, but not limited to, any automobile, motorcycle, motor truck, trailer, van, semi-trailer, tractor-trailer combination, commercial vehicle or trailer, recreational vehicle or trailer, golf cart, and boat or boat trailer but it shall not include tractors, construction equipment or machinery, or any other device used to perform a job except as stated above.

Vehicle fueling position: A location next to a pump island at a service station or convenience store where a single vehicle obtains fuel simultaneously while other vehicles are being fueled. Typically, one fuel dispenser will provide two vehicle fueling positions located on opposite sides of the pump island.

Vehicle repair: The repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, and steam cleaning of vehicles.

Vehicle sales: The sale of new and used motor vehicles.

Vehicular use area (VUA): Any area used by vehicles for driving or parking except public thoroughfares, including but not limited to areas for parking, display, storage or traverse of any and all types of motor vehicles, bicycles, watercraft, trailers, airplanes or construction equipment.

Veranda: A large, open porch, usually roofed and partly enclosed, as by a railing, and often extending across the front and sides of a house.

Vested development: A project that has received an entitlement to develop due to a City issued development order or permit for the project, such as a site plan approval or building permit or which meets the legal requirements for vesting. Such a project, having satisfied the City's concurrency requirements, shall be permitted to develop as per the terms of the development order or permit application. Should the development program of a "vested development" project be substantially modified in terms of density, intensity or facility impact from that development program described in the original permit application or development order, the project will lose its vested rights and be obliged to undergo a concurrency review per Chapter 7.

A project may also be a vested development if the City issued a development order or permit such as site plan approval or a building permit for the project prior to November 16, 2008. Such a project is not required to meet the concurrency requirements of Chapter 7, unless the project is significantly changed in terms of its density, intensity, or facility impact subsequent to such effective date, as determined by the City, in which case it will lose its vested development status and be obliged to undergo a review as per Chapter 7.

Vested rights: The right to undertake and complete the development and use of property under the terms and conditions of an approved site-specific development plan or an approved phased development plan for a specified time, regardless of changes in this Code.

Wall offset: A ledge or recess in a wall formed by a reduction in wall thickness above.

Wall (when referred to as a fence): An artificially constructed vertical barrier that is typically solid and constructed of stone, brick or masonry erected to enclose, restrict access to, screen, or separate areas.

Wastewater: A combination of any type of the water-carried wastes from residences, business buildings, institutions, industrial establishments, any and all other customers facilities, together with such ground, surface and stormwater as may be present, but does not mean or include hazardous or toxic wastes.

Wastewater system: As used interchangeably, means any and all wastewater or wastewater collection, transmission, treatment and disposal facilities currently owned, managed, controlled, or otherwise used or hereafter owned, operated, managed, controlled, or otherwise used by the City. Such system includes any and all improvements, extensions or additions thereto hereto constructed or acquired either form the proceeds of bonds or from any other sources, together with all property, real, personal or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used by the City in connection therewith.

Waterbodies: Fresh and saltwater canals, ditches, lakes, marshes, rivers, swamps, and swales in the City.

Watercourse: A natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watercraft: Any craft, vessel, or boat used or capable of being used as means of transportation on or under the water including watercraft such as houseboats and other watercraft not used primarily for transportation.

Water or *waters in the state:* Any and all water on or beneath the surface of the ground or in the atmosphere, including natural or artificial watercourses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, as well as all coastal waters within the jurisdiction of the state. [F.S. § 373.019 (22).]

Water distribution system:

(1) Water mains.

(2) Sub mains.

(3) Transmission.

(4) Storage and pumping facilities.

(5) Valves.

(6) House services.

(7) Meters.

(8) Other appurtenances.

Water system: As used interchangeably, means any and all water production, transmission, treatment, and distribution facilities currently owned, operated, managed, controlled, or otherwise used or hereafter owned by and/or operated by the City. Such system includes any and all improvements, extensions, or additions thereto hereafter constructed or acquired either from the proceeds of bonds or from any other sources, together with all property, real, personal, or mixed, tangible or intangible, currently or hereafter owned, operated, managed, controlled, or otherwise used in connection therewith.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) of 1988, or other datum specified on the Flood Insurance Rate Map (FIRM), of floods of various magnitudes and frequencies in the floodplains of coastal and riverine areas.

Water use zone: A grouping of spray, sprinklers, or micro irrigation emitters so that they can be operated simultaneously by the control of one valve according to the water requirements of the plants used and soil conditions.

Well: Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed for conveying groundwater levels or other characteristics, providing cathodic protection or providing a method of injecting water into the aquifer system from above the earth's surface.

Wellfield: A tract of land that contains a number of existing or proposed wells for the purpose of supplying public potable water.

Wellhead: The specific location of a well.

Wellhead protection zone: An area surrounding a public supply well or group of wells that has or have been established where special protective measures or land use activities are restricted for purposes of protecting the quality of water contributing to public supply well(s). The following wellhead protection zones have been established:

(1) *Primary wellhead protection zone:* The innermost protective zone around a wellhead as defined by a 500-foot radius from a wellhead.

(2) *Secondary wellhead protection zone:* A delineated area around favorable potable water production areas for the Floridan and intermediate aquifer as determined by the Land Use Administrator.

Wetland: Those areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or

slash pine flatwoods with an understory dominated by saw palmetto. The landward extent of wetlands is delineated pursuant to Sections 62-340.100 through 62.340.550, FAC as ratified by F.S. § 373.4211 (Subsection 40C-4.021(30), FAC).

Wetland buffer: See *Buffer, wetland*.

Wetland quality assessment method: According to the Uniform Mitigation Assessment Method (UMAM), a score is determined by calculating the average of the three quality assessment criteria: Location and Landscape Support, Water Quality, and Community Structure (Chapter 62-345, FAC). The score will range from zero to one.

Wetland systems, named: The following wetland and surface water systems shall be designated named wetland systems:

(1) Graham Swamp.

(2) Long Creek.

(3) Pellicer Creek.

(4) Hulett Branch.

(5) Hulett Swamp.

(6) Pringle Branch.

(7) Pringle Swamp.

(8) Styles Creek.

(9) Hominy Branch.

(10) Big Mulberry Branch.

(11) Gore Lake.

(12) Black Branch.

(13) Black Branch Swamp.

Wheel stop: A bumper or block placed at the head of a parking stall to restrain the vehicle from moving or overhanging any pedestrian access way.

Wing: A part of a building projecting from and subordinate to a central or main part.

Wireless communication facilities: Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals, or other personal wireless communications, as defined in the Telecommunications Act of 1996, and usually consisting of an antenna or antenna array, transmission cables, feed lines, equipment cabinets, towers, cabling, antenna brackets, and other such equipment. The following shall be deemed a wireless communication facility: new, replacement, or existing towers, government-owned towers, modified towers, collocation on existing towers or base stations, attached concealed and non-concealed antenna, dual purpose facilities, DAS, small cell, concealed towers, and non-concealed towers, so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.

Xeric: Native plants as well as other trees, shrubs, ground covers, and vines proven to survive only on natural rainfall after a sufficient plant establishment period.

Yard: The open space existing on the same lot with a principal building, unoccupied and unobstructed by buildings from the ground to the sky, between the lot lines and building line.

Zero lot line: An arrangement of development on adjoining lots in which the required side yard offsets is reduced on one side and increased on the other so that the sum of the offsets on any lot is no less than the sum of the required offsets. No building or structure shall be closer to a lot line than five feet, unless it abuts the lot line and provided with an access easement of five feet on the adjoining lot or abuts a building

or structure on the adjoining lot. The offset adjacent to property not included in the zero lot line development or a street shall not be less than that required in the zoning district. All required building codes shall be adhered to (i.e. firewalls, etc.).

Abbreviations

/ = per	ad = advertisement	max. = maximum	min. = minimum
% = percent	ac. = acre; acres	' = foot; feet	ft. = foot; feet
" = inch; inches	ht. = height	sf = square foot; square feet	sq. ft. = square foot; square feet
n/a = not applicable	gal. = gallon(s)	pop. = population	*FS = Florida Statutes*
FAC = Florida Administrative Code		CMS = Concurrency Management System	

(Ord. No. 2009-26, § 97, 12-15-09; Ord. No. 2012-3, § 6, 5-1-12; Ord. No. 2013-9, § 3, 11-19-13; Ord. No. 2015-08, § 4, 7-21-15; Ord. No. 2016-4, § 1, 3-15-16; Ord. No. 2016-6, § 2, 11-1-16; Ord. No. 2017-19, § 2, 10-17-17; Ord. No. 2018-02, § 6(Att. B), 2-6-18; Ord. No. 2018-13, § 3, 4-17-18; Ord. No. 2018-21, § 4, 10-2-18; Ord. No. 2018-24, § 3, 11-6-18; Ord. No. 2020-09, § 3, 8-18-20; Ord. No. 2021-22, § 3, 10-5-21)

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: September 15, 2026
Ordinance Number: 2026-XX
Posted To Webpage: September 28, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> **AN ORDINANCE AMENDING THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE CHAPTERS 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, AND 14; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
__ 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;

__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance is implemented to update the Land Development Code based on the update of the Comprehensive Plan. The public purpose of the update is to implement the Goals, Objectives, and Policies adopted by the City through its most recent Comprehensive Plan update.

The update of the Comprehensive Plan was based on a robust public involvement that included numerous outreach strategies, such as pop-up events or public workshops, to provide residents with an opportunity to participate in creating a vision for the future of the City.

Additionally, the outreach strategy offered an opportunity to participate through the availability of a platform (Social Pinpoint) that provided constant updates on proposed goals, objectives, and policies to potentially incorporate into the updated Comprehensive Plan.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: There are approximately 4,500 businesses operating within the City limits. These businesses may be impacted by one or more of the amendments proposed in the Ordinance.

b. Types of businesses affected: See above.

Estimated direct economic impact: There should be no direct economic impact on existing businesses since the amendments do not directly impose any financial costs (fees, or taxes) on any business or person.

Negative impact: There are no perceived negative impacts as a result of adopting the Ordinance.

Compliance Costs: There are no compliance costs since the amendments do not mandate any compliance requirement on existing operations.

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** I.2

Department CITY ATTORNEY **Division**	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX PROHIBITING THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

Presenter: **Marcus Duffy, City Attorney**

Attachments:

1. Ordinance
2. Business Impact Estimate

Background:

UPDATED BACKGROUND FROM THE SEPTEMBER 15, 2026, BUSINESS MEETING:
City Council reviewed the item at their September 15, 2026, Business Meeting. There were no changes made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council reviewed the item at their September 8, 2026, Workshop Meeting. There were no changes made to the item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council directed the City Attorney to draft an ordinance prohibiting the transfer of the City of Palm Coast Fire Rescue Department which is attached to this item for consideration and direction.

Recommended Action:
ADOPT ORDINANCE 2026-XX PROHIBITING THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

ORDINANCE 2026-___
PROHIBIT THE TRANSFER OF THE CITY OF PALM COAST FIRE RESCUE DEPARTMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING CHAPTER 25 FIRE PREVENTION AND PROTECTION, ARTICLE I IN GENERAL, BY AMENDING SECTION 25-3 (D) FIRE SAFETY AND RESCUE; REQUIRING A SUPERMAJORITY VOTE OF THE CITY COUNCIL AND APPROVAL BY A MAJORITY OF ELECTORS VOTING IN A MUNICIPAL REFERENDUM PRIOR TO THE ABOLISHMENT, SALE, LEASE, CONSOLIDATION, TRANSFER, OR RELINQUISHMENT OF CONTROL OF THE PALM COAST FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes (the Municipal Home Rule Powers Act), vest comprehensive home rule powers in municipal governments to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, chapter 25 of the *City of Palm Coast Code of Ordinances* establishes provisions governing fire prevention, protection, and fire service administration within the City of Palm Coast ("City"); and

WHEREAS, the City Council of the City of Palm Coast finds that maintaining an operational, locally controlled Fire-Rescue Department is vital to protecting the public health, safety, and welfare of the residents and property owners of the City; and

WHEREAS, the City Council desires to establish a heightened legislative standard and mandate public voter participation before any proposal to dissolve, sell, transfer, or consolidate the Palm Coast Fire Department with another government entity or private service provider may take effect; and

WHEREAS, the City Council finds it in the best interest of the community to require both a supermajority vote of the Council and a citywide referendum before approving the sale, transfer, or long-term lease of any City-owned Fire Rescue Department; and

WHEREAS, the City Council deems it necessary and essential to safeguard municipal

public safety assets and ensure that the Palm Coast Fire Department remains permanently under the jurisdiction and ownership of the City of Palm Coast for the safety and welfare of its residents;

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

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

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

SECTION 2. AMENDMENT TO ARTICLE 1, SECTION 25-3 (D), FIRE SAFETY AND RESCUE OF *THE CODE OF ORDINANCES*. That Chapter 25, Fire Prevention and Protection, Article I, In General, Section 25-3 (d) & of the Code of Ordinances of the City of Palm Coast are hereby amended to read as follow:

Sec. 25-3. – Fire safety and rescue.

***

(d) *Prohibiting Acts.* It shall be unlawful for the City of Palm Coast, to sell, transfer, or long-term lease, the City of Palm Coast Fire Rescue Department, or any substantial operational component thereof, to any other municipality, county government, special district, state agency, or private corporate entity unless the City Council approves such action by a supermajority vote and the action is approved by a majority of electors voting in a Citywide referendum. The City Council's vote shall occur before the referendum is called.

(e) *Exclusions.* Nothing in this section shall prohibit:

(1) The routine procurement, replacement, surplus disposal, or sale of individual obsolete or decommissioned firefighting vehicles, tools, or equipment in the ordinary course of municipal administration.

(2) Mutual aid agreements, automatic aid agreements, or interlocal agreements entered into with

neighboring municipal, county, or state emergency services for the enhancement of regional public safety and disaster response.

(3) Interlocal agreements for specialized training or shared dispatch services that do not divest the City of Palm Coast of its ultimate ownership, control, and operational authority over its fire department.

* * *

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing thi**s** 6th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: 10/06/2026
Ordinance Number: 2026-XX
Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING CHAPTER 25 FIRE PREVENTION AND PROTECTION, ARTICLE I IN GENERAL, BY AMENDING SECTION 25-3 (D) FIRE SAFETY AND RESCUE; REQUIRING A SUPERMAJORITY VOTE OF THE CITY COUNCIL AND APPROVAL BY A MAJORITY OF ELECTORS VOTING IN A MUNICIPAL REFERENDUM PRIOR TO THE ABOLISHMENT, SALE, LEASE, CONSOLIDATION, TRANSFER, OR RELINQUISHMENT OF CONTROL OF THE PALM COAST FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

__ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.) N/A

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** I.3

Department CITY ATTORNEY **Division**	**Amount** **Org/Account #**
Subject: ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE	
Presenter: **Marcus Duffy, City Attorney**	
Attachments: 1. Ordinance 2. Business Impact Estimate	

Background:

UPDATED BACKGROUND FROM THE SEPTEMBER 15, 2026, BUSINESS MEETING:
City Council reviewed the item at their September 15, 2026, Business Meeting. There were no changes made to the item.

UPDATED BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council reviewed the item at their September 8, 2026, Workshop Meeting. There were no changes made to the item.

ORIGINAL BACKGROUND FROM THE SEPTEMBER 8, 2026, WORKSHOP MEETING:
City Council directed the City Attorney to draft an ordinance prohibiting direct potable reuse which is attached to this item for consideration and direction.

Recommended Action:
ADOPT ORDINANCE 2026-XX PROHIBITING DIRECT POTABLE REUSE

ORDINANCE 2026-__
PROHIBITING DIRECT POTABLE REUSE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 49, "UTILITIES," ARTICLE II, "REGULATION OF WATER AND SEWER UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING SECTION 49-32 (DEFINITIONS) TO ADD DEFINITION FOR DIRECT POTABLE REUSE, AMENDING SECTION 49-35 PROHIBITED ACTS TO EXPLICITLY PROHIBIT THE INTRODUCTION OF DIRECT POTABLE REUSE INTO THE PUBLIC POTABLE WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City") owns and operates essential public utility systems that are vital to the health, safety, and welfare of its residents; and

WHEREAS, the City water utility system is dedicated to providing high-quality and reliable drinking water to its residents and utility customers; and

WHEREAS, the public trust of the citizens of Palm Coast depend upon maintaining strict quality standards, source reliability, and consumer confidence in the municipal potable water supply; and

WHEREAS, to meet water demands, the City Utility will plan to continue the utilization of reclaimed water exclusively for non-potable applications including landscape irrigation, zero liquid discharge, and in the near future brackish groundwater as alternative water supply sources; and

WHEREAS, the City Council desires to maintain focus on these current and planned water supply sources, calls for prohibiting Direct Potable Reuse within the City of Palm Coast Utility system; and

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

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

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

SECTION 2. AMENDMENT TO CHAPTER 49, UTILITIES, ARTICLE II REGULATION OF WATER AND SEWER UTILITIES, SECTIONS 49-32 & 49-35 OF *THE CODE OF ORDINANCES*. That Chapter 49 Utilities, Article II Regulation of Water and Sewer Utilities, Section 49-32 & Section 49-35 of the *Code of Ordinances of the City of Palm Coast* are hereby amended to read as follow:

Sec. 49-32. – Definitions.

***

Direct Potable Reuse (DPR) shall mean the delivery of advanced treated water from an advanced treatment water facility to a drinking water treatment facility or directly into a potable water supply distribution system without an environmental buffer.

***

Sec. 49-35 – Prohibited Acts.

(b) Prohibition of Direct Potable Reuse. The City Utility is strictly prohibited from constructing, operating, or funding any infrastructure, process, or facility designed for Direct Potable Reuse within municipal potable drinking water supply system.

(c) Permitted Non-Potable Reuse. Nothing in this section shall restrict or prohibit the production, distribution, or utilization of reclaimed water treated in strict compliance with applicable Florida Department of Environmental Protection (FDEP) non-potable standards, provided such water is utilized exclusively for non-potable applications, including landscape irrigation, agricultural use, commercial cooling, or industrial processes, and provided no direct physical connection to the potable water supply network exists.

* * *

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 15th day of September 2026.

ADOPTED on second reading after due public notice and hearing thi**s** 6th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: 10/06/2026
Ordinance Number: 2026-XX
Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 49, "UTILITIES," ARTICLE II, "REGULATION OF WATER AND SEWER UTILITIES," OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST, FLORIDA; AMENDING SECTION 49-32 (DEFINITIONS) TO ADD DEFINITION FOR DIRECT POTABLE REUSE, AMENDING SECTION 49-35 PROHIBITED ACTS TO EXPLICITLY PROHIBIT THE INTRODUCTION OF DIRECT POTABLE REUSE INTO THE PUBLIC POTABLE WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

__ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.) N/A

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** J.1

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX RECOMMENDATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT AREA AGENCY TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN

Presenter: **Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Interim Director of Community Development**

Attachments:

1. Resolution
2. Amendment to the CRA Plan
3. CRA Location Map

Background:

The City of Palm Coast adopted the State Road 100 Corridor Redevelopment Plan (CRA Plan) in 2004. The adoption of the CRA Plan authorized the City to establish and provide for the funding of a "State Road 100 Corridor Redevelopment Trust Fund" to finance projects within the CRA as provided in Section 163.387 Florida Statutes through tax increment revenues for the purposes of financing the diverse elements of the State Road 100 CRA Plan.

The CRA Plan was subsequently amended in 2008 to reflect changing economic conditions and redevelopment needs and in 2018 to include the Innovation District. The proposed amendment to the CRA Plan is to accomplish the following: to include the acquisition of property within the Town Center at Palm Coast DRI, the addition of a map to identify the parcels for acquisition, and to amend the capital improvement program to fund the acquisition of the parcels

This is a legislative item.

Recommended Action:
THE STATE ROAD 100 CRA AGENCY'S RECOMMENDATION WILL BE FORWARDED TO CITY COUNCIL PRIOR TO CITY COUNCIL TAKING ACTION ON THE PROPOSED AMENDMENTS.

RESOLUTION 2026 -___
STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA (SR100 CRA) PLAN AMENDMENT

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA AGENCY OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AMENDMENT TO THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MASTER REDEVELOPMENT PLAN; AMENDING THE PLAN TO INCLUDE THE ACQUISITION OF PARCELS TO FACILITATE REDEVELOPMENT EFFORTS IN THE CRA; TO ADD A MAP 12A TO IDENTIFY THE PARCELS FOR ACQUISITION; AND TO AMEND THE CAPITAL IMPROVEMENT PROGRAM (TABLE 17) TO INCLUDE THE ACQUISITION COST OF SAID PARCELS; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast has determined that the State 100 Corridor Redevelopment Area (the "Area") (as created and defined in Resolution No. 2004-22 and *which legal description is ratified, affirmed, and adopted herein*) is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, *Florida Statutes* (the "Community Redevelopment Act of 1969", as amended, or the "Act"); and

WHEREAS, the redevelopment of the Area is necessary in the interest of public health, safety, and welfare of the residents of the City of Palm Coast, and furthers and is in the interest of, revitalizing the Area economically and socially, improving the tax base, promoting sound growth, and providing improved conditions in the City of Palm and Flagler County; and

WHEREAS, the City Council of the City of Palm Coast has authorized, established, and providing for the funding of a "State Road 100 Corridor Redevelopment Trust Fund" to finance a community project or projects within the Area as provided in Section 163.387 Florida Statutes, the act to be funded by tax increment revenues for the purposes of financing the diverse elements of the State Road 100 Corridor Community Redevelopment Plan (the

"Plan"); and

WHEREAS, the City Council, upon recommendation of the State Road 100 Corridor Community Redevelopment Agency (the "Agency"), of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and adopted the Plan on June 15, 2004 (Resolution No. 2004-31); and

WHEREAS, the City Council, upon recommendation of the Agency, of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and amended the Plan on August 5, 2008 (Resolution No. 2008-136) in order to reflect changing economic conditions and redevelopment needs in the Area and June 5, 2018 (Resolution No. 2018-71) to include the Innovation District; and

WHEREAS, the Plan encourages economic development and redevelopment to transform the character of the Area, increasing the diversity of residential opportunities and businesses; and

WHEREAS, the Agency recommends the inclusion of the property acquisition outlined in the 2026 Amendment to the CRA Plan in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders under Section 166.021(8), Florida Statutes and in furtherance of revitalizing the Area economically, improving the tax base, promoting sound growth, and providing improved conditions in the Area pursuant to the Act; and

WHEREAS, the amendment is for the benefit of the public health, safety, welfare, and convenience of the City of Palm Coast, Florida; and

WHEREAS, the Agency finds that the acquisition of properties identified in the 2026 Amendment to the CRA Plan serves a public purpose, which includes promotion of economic development, job growth, and future expansion of the City's and Area's tax base and is consistent with the City of Palm Coast 2050 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE SR 100 CRA AGENCY OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS/ADOPTION AND APPROVAL OF PLAN AMENDMENT/LEGISLATIVE FINDINGS.

(a) The above recitals and the recitals set forth in Resolution 2004-22 and

2008-136 represent and are hereby ratified, adopted and incorporated as legislative findings of the Agency relative to the provisions of this Resolution.

(b) The Agency hereby approves the amendment to the State Road Corridor Community Redevelopment Plan to acquire parcels within the Town Center at Palm Coast Development of Regional Impact and set forth in Exhibit "A" to this Resolution, said exhibit being adopted and incorporated herein by this reference thereto.

(c) The acquisition of parcels within the Town Center at Palm Coast DRI as set forth in the amendment to the Plan are consistent with the requirements of Section 163.360 Florida Statutes, and the Agency further finds that:

(1) The amendment to the Plan confirms with the law as necessary in the interest of the public health, safety, and welfare of the residents of the City of Palm Coast, and will effectuate the purposes of the Plan by revitalizing the Area economically and socially, thereby increasing the tax base, promoting sound growth, improving conditions, and eliminating the conditions which the Florida Legislature found constitutes a menace which are injurious to public health, safety and welfare of the residents.

(2) The amendment to the Plan confirms to and is consistent with the City of Palm Coast Comprehensive Plan.

(3) The amendment to the Plan will afford maximum opportunity, consistent with the sound needs of the City of Palm Coast as a whole, for the redevelopment or rehabilitation by private enterprise and/or joint public/private partnership.

(4) Residential and non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with sound planning standards and local community objectives.

(5) The amendment to the Plan is necessary and appropriate to facilitate

the proper growth and development of the City of Palm Coast in accordance with the Plan.

(6) In accordance with Section 163.345, *Florida Statutes*, the Agency have and will consider the encouragement of private enterprise to engage in community redevelopment activities.

SECTION 2. APPROVAL OF PROPERTY ACQUISTION WITHIN THE TOWN CENTER DRI. The CRA of the City of Palm Coast hereby approves the amendment for the acquisition of properties within the Town Center DRI as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. DEFINITIONS. The terms contained in this Resolution shall have the meaning set forth in the Act.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the Agency and City Council.

DULY PASSED AND ADOPTED by the SR 100 Corridor Community Redevelopment Agency of the City of Palm Coast, Florida, on this 6th day of October 2026.

ATTEST

SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

_____
KALEY COOK, CITY CLERK

_____
MICHAEL NORRIS, BOARD CHAIR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit A – 2026 Amendment to the State Road 100 Community Redevelopment Plan

4.3 Development Environment

New development has occurred within the State Road 100 Corridor Community Redevelopment Area since 2004. In the southwestern portion of the Community Redevelopment Area, a Walgreens was completed and a shopping center was under construction at the time of plan development (including Super Target and Palm Coast Landings). A shopping center, including Publix, was constructed at the intersection of Central Avenue and Belle Terre Parkway. Section 9.3 (Map 8) includes a summary of permitting and construction activity that occurred within the Developments of Regional Impact. Permits were issued for a mix of development within the Town Center Development of Regional Impact, including retail, residential, and nursing home land uses.

The State Road 100 Corridor Community Redevelopment Area is far from meeting its development potential envisioned in the 2004 Master Redevelopment Plan and Development of Regional Impact Development Orders. With the encouragement of the City, the development environment in the area is promising. Continued market demand for a more diverse mixed-use environment for residents and businesses is anticipated, and the City is committed to welcoming that demand.

2026 CRA Plan Amendment

In support of City Council decision to acquire 22 parcels within the Town Center at Palm Coast Development of Regional Impact, the State Road 100 Corridor Community Redevelopment Area (CRA) Plan is proposed to be amended to provide financial resources to pay for the acquisition of said lands.

The amendment to be referred to as the "**2026 CRA Plan Amendment"** is intended to clearly delineate the use of Tax Increment Funds (TIF) for the repayment of the line of credit, including principal and interest, and of any interfund advance made from the General Fund, incurred to finance the acquisition of properties to be described in more detail as part of the amendment. The use of TIF for these purposes is authorized under Section 163.387(6)(c), Florida Statutes, which permits expenditure of redevelopment trust fund moneys for the acquisition of real property in the redevelopment area and for the repayment of principal and interest on loans, advances, and other forms of indebtedness. In support of the use of TIF as described in this section (the 2026 CRA Plan Amendment), Sections 5.1, 7.0, 9.2, 10.4, and Table 17 have been updated.

***

5.0 Neighborhood Impact

5.1 Land and Building Acquisition

Since 2004, the City of Palm Coast acquired several parcels located east of Bulldog Road, as described in Section 9.3. Continued implementation of this plan may necessitate additional land acquisition and building demolition. It is intended that private market land and building transactions be used to the maximum extent possible in the implementation of this Plan. Acquisition of real property through condemnation, which has been severely limited by recent State legislation, or other lawful means, to assist or facilitate the redevelopment process will only be utilized when all concerted efforts to acquire key properties and/or buildings through private transactions have failed.

Lands acquired by the City of Palm Coast are intended for redevelopment to address identified community needs and community uses. These lands may be leased or resold with an agreement from the City of Palm Coast that the land uses and development program are consistent with the Community Redevelopment Area plan.

In 2026, a decision was made by the City of Palm Coast to acquire additional properties within the CRA to further facilitate redevelopment efforts consistent with the CRA plan. This decision necessitated an amendment to the CRA plan (to be referred to as the **2026 CRA Plan Amendment).** The acquisition of these parcels, which lie within the Town Center at Palm Coast Development of Regional Impact in the urban core of the redevelopment area, is a community redevelopment activity undertaken pursuant to this Plan and advances the redevelopment objectives for the Area, including the buildout of Town Center as an interconnected, mixed-use downtown and the assembly of land for civic, commercial, and residential redevelopment consistent with the goals identified in Section 7.1. This amendment does not expand the boundaries of the Community Redevelopment Area or extend the time certain for completing redevelopment; increment support for the financing described herein is limited to the Plan's existing 2034 time certain, and any obligation outstanding after that date is payable from other lawfully available revenues.

***

7.0 Plan Update

7.1 Philosophy

The State Road 100 Corridor Community Redevelopment Area Plan update documents completed projects and updates information including Tax Increment Financing (TIF) Projections and the Capital Improvement Program (CIP) since the original plan was adopted in 2004.

The Community Redevelopment Area leverages the positive impact of key public sector initiatives, improving the transportation system, replacing infrastructure and improving the quality of life for area residents, property owners, businesses, and visitors. It is intended to provide a facilitative framework for the development of a mixed-use community including a public, commercial, and residential development that will allow flexibility within the Community Redevelopment Area to changing market conditions and priorities.

This update provides guidelines for actions intended to eliminate conditions of blight as identified in the Finding of Necessity. Plan goals include an interconnected transportation system, streetscape and gateway elements that encourage the feeling of a sense of place, and infrastructure. With the increased economic activity expected as a result of these efforts, the City can anticipate additional residents, new business development, job creation, and an enhanced ad valorem tax base in the Area. Community Redevelopment Area goals, as identified in the 2004 Master Redevelopment Plan include:

- State Road 100 will be the City of Palm Coast's new Downtown Front Door
- Eliminate the identified blight conditions within the Area boundaries

- Develop Bulldog Drive as "The Entrance" to the New City Hall and cultural facilities
- Provide landscaping and lighting along Belle Terre Parkway and Old Kings Road
- Provide for an Ongoing Fund for maintaining streetscapes, providing additional maintenance to the City's portion of downtown and cover other operations and maintenance costs.

Although this plan documents investments programmed by the Community Redevelopment Agency, private sector investment programmed within the Town Center and State Road 100 Developments of Regional Impact are also critical to the successful redevelopment of the Area.

To implement the City of Palm Coast's intent to acquire additional properties within the CRA, the **2026 CRA Plan Amendment** was initiated to take advantage of the available tools outlined in Subsection 7.5 below to advance the Community Redevelopment Agency's on-going efforts within the redevelopment area. These specific tools as outlined in Subsection 7.5 include:

- **Property Acquisition** – Florida Statutes Ch. 163 Part III authorizes the Community Redevelopment Agency (Agency) to acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the redevelopment process.

- **Property Rehabilitation** – the CRA (Agency) may rehabilitate, or require to be rehabilitated as part of a lease or sale, transaction, or otherwise develop and provide rehabilitation programs, including financial assistance, to provide private property owners, business owners or other invested parties in property improvements for any property within the Community Redevelopment Area.

- **Preparation of Building and Development sites –** the Agency may undertake building and/or site preparation on any real property within the Area to assist in the redevelopment process, including environmental remediation.

- **Real Property Disposition and Development** – the Agency may sell, or otherwise dispose of, real property within the Area, in accordance with the Community Redevelopment Area Plan Update (Update). The property may be disposed of at Fair Market Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the Update.

***

9.2 Land Acquisition

Map 12 depicts the parcels acquired by the City of Palm Coast since 2004.

Map 12A depicts the parcels to be acquired as part of the **2026 CRA Plan Amendment.**

***

10.4 Implementation and Safeguards

Section 10.4 is amended to add the following: Notwithstanding the general safeguard set forth in this Section 10.4, the use of tax increment revenues to repay the line of credit, and any interfund advance, incurred to finance the property acquisition authorized by the 2026 CRA Plan Amendment is a specifically authorized use of increment under this Plan and is not precluded by this Section 10.4. Such financing does not constitute "existing debt" as defined in this Section, and the application of increment to repay it does not constitute the replacement of funding already provided from another source within the meaning of this Section.

***

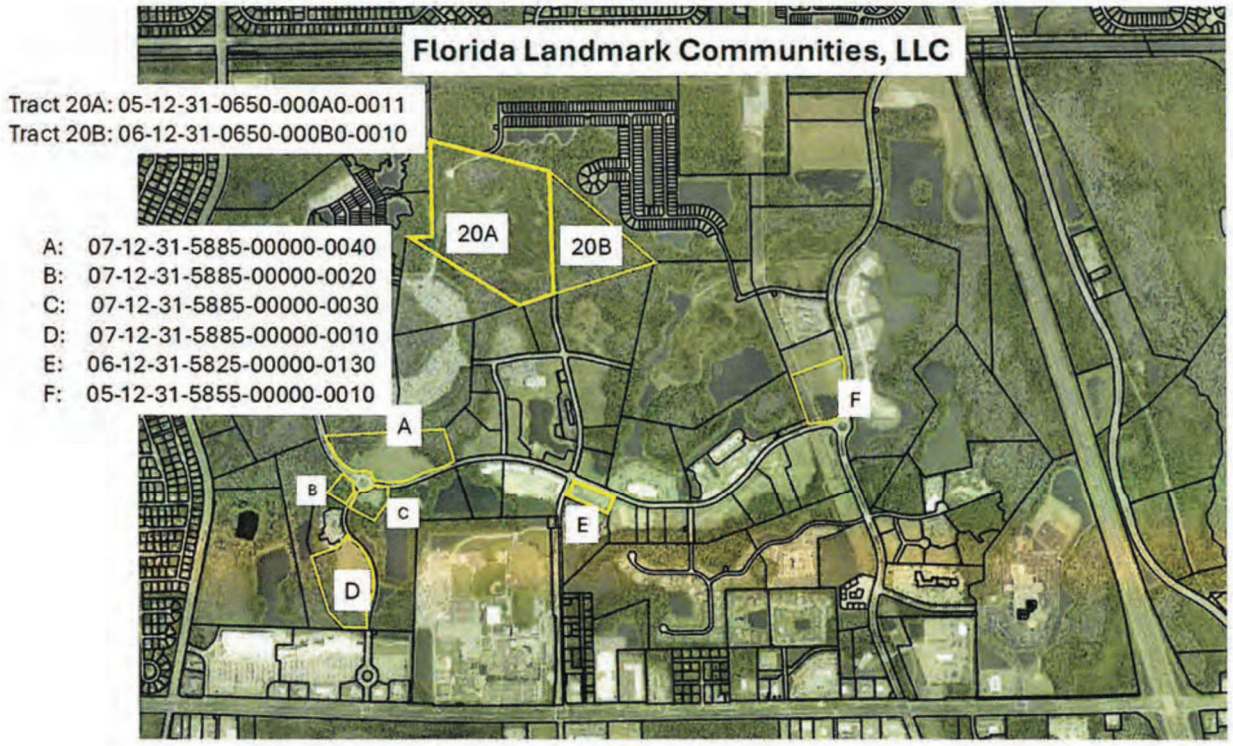
Amendment to Capital Improvement Program Table 17

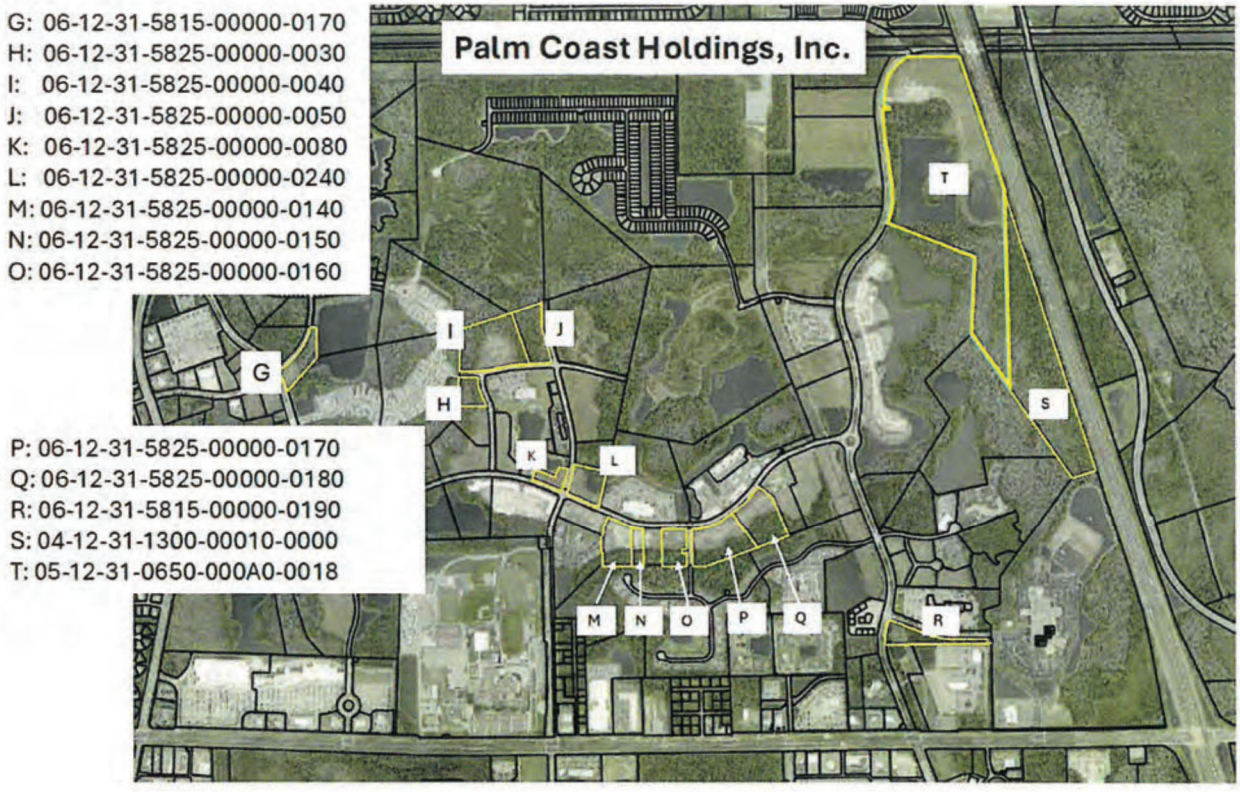
Projects/Priority	Elements	Unit Measure	Unit Cost	Unit(s)	2026 Estimated Cost	Totals
Town Center Development of Regional Impact Land Acquisition						
High Priority	Land Acquisition	Acres	$65,797	258.37	$17,000,000	$17,000,000
	Subtotal					**$17,000,000**

The Town Center Development of Regional Impact Land Acquisition is to be financed by a line of credit and any interfund advance, repaid from tax increment revenues as provided in the 2026 CRA Plan Amendment

***

MAP 12A with Table Summary (Description of Property)





DESCRIPTION OF PROPERTY

OWNER	NUMBER ON MAP	DRI LAND USE	ESTIMATED GROSS ACRES	TAX PARCEL ID
Florida Landmark	Tract 20A	Town Residential	20.64	05-12-31-0650-000A0-0011
Florida Landmark	Tract 20B	Town Residential	51.45	06-12-31-0650-000B0-0010
Florida Landmark	A (Tract 7)	Urban Core	15.91	07-12-31-5885-00000-0040
Florida Landmark	B	Urban Core	1.75	07-12-31-5885-00000-0020
Florida Landmark	C	Urban Core	2.87	07-12-31-5885-00000-0030
Florida Landmark	D	Urban Core	12.73	07-12-31-5885-00000-0010
Palm Coast Holdings	E	Urban Core	2.97	06-12-31-5825-00000-0130
Palm Coast Holdings	F	Town Services	8.36	05-12-31-5855-00000-0010
Palm Coast Holdings	G	Perimeter Commercial	2.83	06-12-31-5815-00000-0170
Palm Coast Holdings	H	Urban Core	2.97	06-12-31-5825-00000-0030
Palm Coast Holdings	I	Urban Core	8.85	06-12-31-5825-00000-0040
Palm Coast Holdings	J	Urban Core	4.19	06-12-31-5825-00000-0050
Palm Coast Holdings	K	Urban Core	1.29	06-12-31-5825-00000-0080
Palm Coast Holdings	L	Urban Core	3.31	06-12-31-5825-00000-0240
Palm Coast Holdings	M	Urban Core	3.92	06-12-31-5825-00000-0140
Palm Coast Holdings	N	Urban Core	1.36	06-12-31-5825-00000-0150
Palm Coast Holdings	O	Urban Core	2.68	06-12-31-5825-00000-0160
Palm Coast Holdings	P	Urban Core	6.33	06-12-31-5825-00000-0170
Palm Coast Holdings	Q	Urban Core	5.66	06-12-31-5825-00000-0180
Palm Coast Holdings	R	Perimeter Commercial	3.13	06-12-31-5825-00000-0190
Palm Coast Holdings	S	Town Commons	28.89	04-12-31-1300-00010-0000
Palm Coast Holdings	T (Tract 15)	Town Business	66.29	05-12-31-0650-000A0-0018
		TOTAL	258.37	

No representations are being made as to accuracy of the Net Usable or gross acreage figures.


LEGEND
State Road 100 CRA Boundary
CRA Parcels
Flagler County Parcels
Interstates
State Roads
County Roads
Local Roads
ROYAL PALMS PKWY
CENTRAL AVE
TOWN CENTER BLVD
OLD KINGS RD
E MOODY BLVD
100
95
0
1,000
2,000
Feet
N
STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA
MAP 2: AERIAL
WilsonMiller

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** K.1

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN

Presenter: **Jose Papa, AICP, Senior Planner, and Phong Nguyen, PTP, Interim Director Community Development**

Attachments:

1. Resolution
2. Proposed CRA Amendment
3. CRA Location Map

Background:

The City of Palm Coast adopted the State Road 100 Corridor Redevelopment Plan (CRA Plan) in 2004. The adoption of the CRA Plan authorized the City to establish and provide for the funding of a “State Road 100 Corridor Redevelopment Trust Fund” to finance projects within the CRA as provided in Section 163.387 Florida Statutes through tax increment revenues for the purposes of financing the diverse elements of the State Road 100 CRA Plan.

The CRA Plan was subsequently amended in 2008 to reflect changing economic conditions and redevelopment needs and in 2018 to include the Innovation District. The proposed amendment to the CRA Plan is to accomplish the following: to include the acquisition of property within the Town Center at Palm Coast DRI, the addition of a map to identify the parcels for acquisition, and to amend the capital improvement program to fund the acquisition of the parcels.

This is a legislative item.

Recommended Action:
ADOPT RESOLUTION 2026-XX TO UPDATE THE STATE ROAD 100 COMMUNITY REDEVELOPMENT AREA PLAN

RESOLUTION 2026 -___
STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA (SR100 CRA) PLAN AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AMENDMENT TO THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MASTER REDEVELOPMENT PLAN; AMENDING THE PLAN TO INCLUDE THE ACQUISITION OF PARCELS TO FACILITATE REDEVELOPMENT EFFORTS IN THE CRA; TO ADD A MAP 12A TO IDENTIFY THE PARCELS FOR ACQUISITION; AND TO AMEND THE CAPITAL IMPROVEMENT PROGRAM (TABLE 17) TO INCLUDE THE ACQUISITION COST OF SAID PARCELS; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast has determined that the State 100 Corridor Redevelopment Area (the "Area") (as created and defined in Resolution No. 2004-22 and *which legal description is ratified, affirmed, and adopted herein*) is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, *Florida Statutes* (the "Community Redevelopment Act of 1969", as amended, or the "Act"); and

WHEREAS, the redevelopment of the Area is necessary in the interest of public health, safety, and welfare of the residents of the City of Palm Coast, and furthers and is in the interest of, revitalizing the Area economically and socially, improving the tax base, promoting sound growth, and providing improved conditions in the City of Palm and Flagler County; and

WHEREAS, the City Council has authorized, established, and providing for the funding of a "State Road 100 Corridor Redevelopment Trust Fund" to finance a community project or projects within the Area as provided in Section 163.387 Florida Statutes, the act to be funded by tax increment revenues for the purposes of financing the diverse elements of the State Road 100 Corridor Community Redevelopment Plan (the "Plan"); and

WHEREAS, the City Council, upon recommendation of the State Road 100

Corridor Community Redevelopment Agency (the "Agency"), of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and adopted the Plan on June 15, 2004 (Resolution No. 2004-31); and

WHEREAS, the City Council, upon recommendation of the Agency, of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and amended the Plan on August 5, 2008 (Resolution No. 2008-136) in order to reflect changing economic conditions and redevelopment needs in the Area and June 5, 2018 (Resolution No. 2018-71) to include the Innovation District; and

WHEREAS, the Plan encourages economic development and redevelopment to transform the character of the Area, increasing the diversity of residential opportunities and businesses; and

WHEREAS, the City of Palm Coast and the Agency approves the inclusion of the property acquisition outlined in the 2026 Amendment to the SR100 CRA Plan in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders under Section 166.021(8), Florida Statutes and in furtherance of revitalizing the Area economically, improving the tax base, promoting sound growth, and providing improved conditions in the Area pursuant to the Act; and

WHEREAS, the amendment is for the benefit of the public health, safety, welfare, and convenience of the City of Palm Coast, Florida; and

WHEREAS, the City Council finds that the acquisition of properties identified in the 2026 Amendment to the SR100 CRA Plan serves a public purpose, which includes promotion of economic development, job growth, and future expansion of the City's and Area's tax base and is consistent with the City of Palm Coast 2050 Comprehensive Plan.

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

SECTION 1. RECITALS/ADOPTION AND APPROVAL OF PLAN AMENDMENT/LEGISLATIVE FINDINGS.

(a) The above recitals and the recitals set forth in Resolution 2004-22 and 2008-136 represent and are hereby ratified, adopted and incorporated as legislative findings of the City Council relative to the provisions of this

Resolution.

(b) The City Council hereby approves the amendment to the State Road Corridor Community Redevelopment Plan to acquire parcels within the Town Center at Palm Coast Development of Regional Impact as set forth in Exhibit "A" to this Resolution, said exhibit being adopted and incorporated herein by this reference thereto.

(c) The acquisition of parcels within the Town Center at Palm Coast DRI as set forth in the amendment to the Plan are consistent with the requirements of Section 163.360 Florida Statutes, and the City Council further finds that:

(1) The amendment to the Plan confirms with the law as necessary in the interest of the public health, safety, and welfare of the residents of the City of Palm Coast, and will effectuate the purposes of the Plan by revitalizing the Area economically and socially, thereby increasing the tax base, promoting sound growth, improving conditions, and eliminating the conditions which the Florida Legislature found constitutes a menace which are injurious to public health, safety and welfare of the residents.

(2) The amendment to the Plan conforms to and is consistent with the City of Palm Coast Comprehensive Plan.

(3) The amendment to the Plan will afford maximum opportunity, consistent with the sound needs of the City of Palm Coast as a whole, for the redevelopment or rehabilitation by private enterprise and/or joint public/private partnership.

(4) Residential and non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with sound planning standards and local community objectives.

(5) The amendment to the Plan is necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with the Plan.

(6) In accordance with Section 163.345, *Florida Statutes*, the Agency have and will consider the encouragement of private enterprise to engage in community redevelopment activities.

SECTION 2. APPROVAL OF PROPERTY ACQUISTION WITHIN THE TOWN CENTER DRI. The City Council of the City of Palm Coast hereby approves the amendment for the acquisition of properties within the Town Center DRI as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. DEFINITIONS. The terms contained in this Resolution shall have the meaning set forth in the Act.

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

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the SR100 Community Redevelopment Agency and City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" 2026 Amendment to the State Road 100 Community Redevelopment Plan

2026 Amendment to the State Road 100 Community Redevelopment Plan

In support of City Council decision to acquire 22 parcels within the Town Center at Palm Coast Development of Regional Impact, the State Road 100 Community Redevelopment Area (CRA) Plan is proposed to be amended to provide financial resources to pay for the acquisition of said lands.

The amendment to be referred to as the "**2026 CRA Plan Amendment"** is intended to clearly delineate the use of Tax Increment Funds (TIF) for repayment to the General Fund, and to assign future CRA dollars for the repayment of Line of Credit and Interest as Incurred for the acquisition of properties to be described in more detail as part of the amendment.

The following section of the CRA Plan are to be amended to support the use of TIF as described above.

5.0 Neighborhood Impact

5.1 Land and Building Acquisition

Since 2004, the City of Palm Coast acquired several parcels located east of Bulldog Road, as described in Section 9.3. Continued implementation of this plan may necessitate additional land acquisition and building demolition. It is intended that private market land and building transactions be used to the maximum extent possible in the implementation of this Plan. Acquisition of real property through condemnation, which has been severely limited by recent State legislation, or other lawful means, to assist or facilitate the redevelopment process will only be utilized when all concerted efforts to acquire key properties and/or buildings through private transactions have failed.

Lands acquired by the City of Palm Coast are intended for redevelopment to address identified community needs and community uses. These lands may be leased or resold with an agreement from the City of Palm Coast that the land uses and development program are consistent with the Community Redevelopment Area plan.

In 2006, a decision was made by the City of Palm Coast to acquire additional properties within the CRA to further facilitate redevelopment efforts consistent with the CRA plan. This decision necessitated an amendment to the CRA plan (to be referred to as the **2026 CRA Plan Amendment).**

***

7.0 Plan Update

7.1 Philosophy

The State Road 100 Corridor Community Redevelopment Area Plan update documents completed projects and updates information including Tax Increment Financing (TIF) Projections and the Capital Improvement Program (CIP) since the original plan was adopted in 2004.

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Although this plan documents investments programmed by the Community Redevelopment Agency, private sector investment programmed within the Town Center and State Road 100 Developments of Regional Impact are also critical to the successful redevelopment of the Area.

To implement the City of Palm Coast's intent to acquire additional properties within the CRA, the **2026 CRA Plan Amendment** was initiated to take advantage of the available tools outlined in Subsection 7.5 below to advance the Community Redevelopment Agency's on-going efforts within the redevelopment area. These specific tools as outlined in Subsection 7.5 include:

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***

9.2 Land Acquisition

Map 12 depicts the parcels acquired by the City of Palm Coast since 2004.

Map 12A depicts the parcels to be acquired as part of the **2026 CRA Plan Amendment.**

***

Amendment to Capital Improvement Program Table 17

Projects/Priority	Elements	Unit Measure	Unit Cost	Unit(s)	2026 Estimated Cost	Totals
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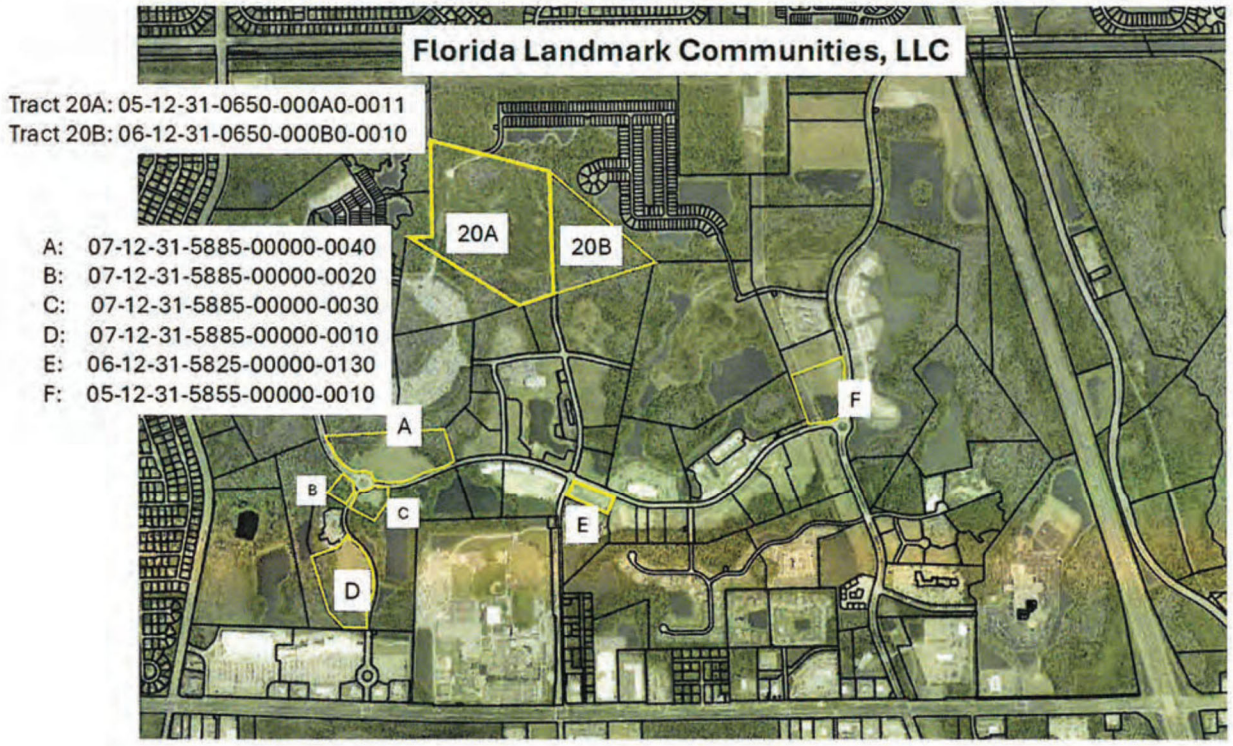
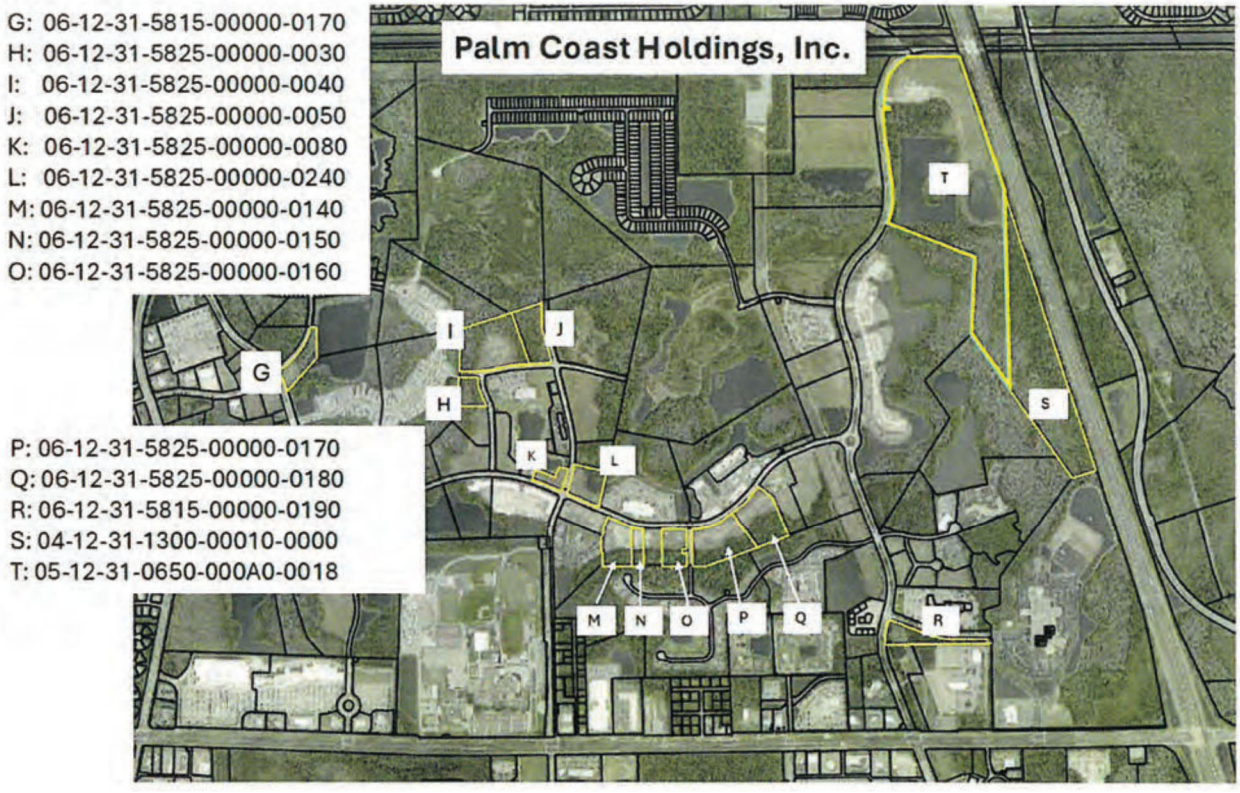
	Subtotal					**$17,000,000**

MAP 12A with Table Summary (Description of Property)





DESCRIPTION OF PROPERTY

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Palm Coast Holdings	J	Urban Core	4.19	06-12-31-5825-00000-0050
Palm Coast Holdings	K	Urban Core	1.29	06-12-31-5825-00000-0080
Palm Coast Holdings	L	Urban Core	3.31	06-12-31-5825-00000-0240
Palm Coast Holdings	M	Urban Core	3.92	06-12-31-5825-00000-0140
Palm Coast Holdings	N	Urban Core	1.36	06-12-31-5825-00000-0150
Palm Coast Holdings	O	Urban Core	2.68	06-12-31-5825-00000-0160
Palm Coast Holdings	P	Urban Core	6.33	06-12-31-5825-00000-0170
Palm Coast Holdings	Q	Urban Core	5.66	06-12-31-5825-00000-0180
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Palm Coast Holdings	T (Tract 15)	Town Business	66.29	05-12-31-0650-000A0-0018
		TOTAL	258.37	

No representations are being made as to accuracy of the Net Usable or gross acreage figures.


LEGEND
State Road 100 CRA Boundary
CRA Parcels
Flagler County Parcels
Interstates
State Roads
County Roads
Local Roads
ROYAL PALMS PKWY
CENTRAL AVE
TOWN CENTER BLVD
OLD KINGS RD
E MOODY BLVD
100
95
0
1,000
2,000
Feet
N
STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA
MAP 2: AERIAL
WilsonMiller

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** K.2

Department UTILITY **Division** WASTEWATER	**Amount** AS NEEDED PER APPROVED BUDGET **Org/Account #** 54019083 034000 54019084 034000

Subject: RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENT WITH MERRELL BROTHERS, INC., FOR WASTEWATER RESIDUALS MANAGEMENT SERVICES

Presenter: **Brian Roche, Director of Utility**

Attachments:

1. Resolution
2. Draft Contract
3. Notice of Intent to Award
4. Project Overview

Background:
Council Priority:
D. Sustainable Environment and Infrastructure

The City produces wastewater residuals at Wastewater Treatment Facility #1 located at 26 Utility Dr. and Wastewater Treatment Facility #2 located at 400 Peavy Grade. The dewatered residuals to be transported contain nominal 14 – 20% dry solids content. It is estimated that 11,000 tons annually will be processed between both facilities. The contract will allow up to 15,000 tons annually. Residuals are transported from City facilities to an appropriately permitted facility and processed to create Class AA material suitable for public access and beneficial use.

The City advertised Invitation to Bid (ITB) No. UT-26-57 for Wastewater Residuals Management Services in accordance with the City's Purchasing Policy. Two bids were received, and both bidders were determined to be responsive and responsible. Merrell Bros., Inc. submitted the lowest responsive bid and received the highest evaluation score. Staff recommends entering into a Master Price Agreement with Merrell Bros., Inc. for wastewater residuals management services at the unit prices established through the competitive solicitation up to 15,000 tons at $138.28/ton ($2,074,200).

Projected expenditures:

WWTP #1 = 54019083-034000- $1,000,041- 7232 Tons
WWTP #2 = 54019084-034000- $299,959 - 2169 Tons
Total $1,300,000 - 9401 Tons

Because this is a price agreement, services will be authorized on an as-needed basis using funds appropriated by City Council within the approved budget. The Notice of Intent to Award and project overview are attached.

Source of Funds Worksheet FY27

54019083-034000
Original Budget: **$1,216,750.00**
Total Expended/Encumbered to Date: $0.00
Pending Work Orders. Contracts**:** $0.00
Current (WO/Contract): $1,000,041.00
Balance: $216,709.00

54019084-034000
Original Budget: **$468,500.00**
Total Expended/Encumbered to Date: $0.00
Pending Work Orders. Contracts**:** $0.00
Current (WO/Contract): $299,959.00
Balance: $168,541.00

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING MASTER PRICE AGREEMENT WITH MERRELL BROTHERS, INC., FOR WASTEWATER RESIDUALS MANAGEMENT SERVICES

RESOLUTION 2026____
MASTER PRICE AGREEMENT FOR
WASTEWATER RESIDUALS MANAGEMENT SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH MERRELL BROTHERS, INC., FOR WASTEWATER RESIDUALS MANAGEMENT SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Merrell Brothers, Inc., has expressed a desire to provide wastewater residual management services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced wastewater residuals management services from Merrell Brothers, Inc.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Price Agreement with Merrell Brothers, Inc., for the purchase of wastewater residuals management services attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Project Agreements/Contracts for

changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 October 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – Master Price Agreement-Merrell Brothers, Inc.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") **is** made and entered into this ____ day of _____, 20___ ("Effective Date"), between MERRELL BROS., INC. whose primary place of business is 8811 W. 500 N., Kokomo, IN 46901 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **Wastewater Residuals Management Services** from a competent and qualified supplier and has conducted a formal Invitation to Bid (ITB-UT-26-57) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the ITB and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY

or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

E. Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Time-Only Extension for Re-Socilitation. In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solictation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall invole no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State

regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

D. **Termination By SUPPLIER**. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

E. **Cooperation**. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

F. **Survivability**. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work

that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify, hold harmless and defend CITY from and against any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining

to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. **AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. **CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. **COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. **Discrimination/ADA**. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. **Drug Free Workplace**. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. **Immigration**. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. **Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

E. **Contractor Preference.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The ITB and all submissions prepared by SUPPLIER in response to the ITB are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **MOST FAVORED CUSTOMER.** SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY'S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.

20. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Dustin Smith
City of Palm Coast	Merrell Bros., Inc.
160 Lake Avenue	8811 W. 500 N.
Palm Coast, Florida 32164	Kokomo, Indiana 46901

21. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

22. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without

limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

23. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

24. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

25. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

MERRELL BROS., INC.

By: _____
(Authorized Signatory)

Print Name: _____

Title: _____

Date: _____

Exhibits
A - Work Order Template Form
B - Insurance Requirements

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: $_____

1. INCORPORATION BY REFERENCE The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____UNIT BASED/ NOT TO EXCEED*
3. PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT
4. SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____
5. DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____
7. ORG CODE OBJ CODE PROJECT CODE VENDOR #
8. TIME IS OF THE ESSENCE: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. CONFLICT. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

DRAFT

SUPPLIER APPROVAL	CITY APPROVAL
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: City Manager or Designee
Date: _____	Date: _____
Email: _____	

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

PRICE SCHEDULE

Merrell Bros., Inc.

Company Name of Bidder

8811 W. 500 N.

Mailing Address

Kokomo, IN 46901

City, State, ZIP

(574) 699 - 7782

Phone Number

Price per Wet Ton X 15,000 = Bid Entry Price to be entered below:

Price in US Dollars: $ 2, 074,200.00

Price written out: Two million seventy-four thousand two hundred dollars and zero cents

If this project involves improvements to City Property, and the value of the contract will be greater than $200,000, Bidder is required to provide Payment and Performance bonds in compliance with Section 255.05 Florida Statutes. If applicable, please provide the price of the bonds here:

Bond Price in US Dollars: $ 1% or $20,742.00

Bond Price written out: Twenty thousand seven hundred forty-two dollars and zero cents

Pursuant to and in compliance with the Invitation To Bid, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Invitation to Bid requirements, including any addenda, and Contract Documents, for the amount set forth above. Taxes, customs, and tariffs on commodities or contractual services purchased under the contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Authorized Signatory

07-09-2026
Date

Dustin Smith
Name

Chief Executive Officer
Title

MERRELL BROS. INC. CORPORATE SEAL 1986 INDIANA

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Merrell Bros., Inc.
Name of Bidder

Dustin Smith, Chief Executive Officer
Name and Titles of Authorized Representative(s)

Signature(s)

MERRELL BROS INC CORPORATE SEAL 1986 INDIANA

07-09-2026
Printed Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Merrell Bros., Inc. *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Merrell Bros., Inc. *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

MERRELL BROS., INC. CORPORATE SEAL 1986 INDIANA

Print Name: Dustin Smith

Title: Chief Executive Officer

Date: 07-09-2026

STATE OF ~~FLORIDA~~ INDIANA

COUNTY OF HOWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9th day of July, 20 26 by Dustin Smith, Chief Executive Officer [name of officer or agent, title of officer or agent] of Merrell Bros., Inc. [name of contractor company acknowledging], a Indiana [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ N/A [type of identification] as identification.

KIMBERLY FULLER Notary Public, State of Indiana Howard County Commission Number NP0743671 My Commission Expires September 14, 2030 [NOTARY SEAL]

Notary Public

Kimberly Fuller
Name typed, printed or stamped

My Commission Expires: 09-14-2030

8811 W 500 N
Kokomo, IN 46901
info@merrellbros.com

Office: (800) 663-8830
Fax: (574) 699-7478
www.merrellbros.com

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION

(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Merrell Bros., Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Dustin Smith

Title: Chief Executive Officer

Signature:

MERRELL BROS INC CORPORATE SEAL 1986 INDIANA

Date: 07-09-2026

city of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-26-57 **WASTEWATER RESIDUALS MANAGEMENT SERVICES**

Date: 7/23/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 7/28/2026

Firm	Bid
Merrell Bros., Inc. Kokomo, IN	$2,074,200.00
Synagro **Baltimore, MD**	$2,925,000.00

The intent of the City of Palm Coast is to award ITB-UT-26-57 to Merrell Bros., Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Taya Hoff, Procurement Coordinator, at Thoff@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Acting Deputy City Manager, Kyle Berryhill (kberryhill@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

ITB-UT-26-57 - WASTEWATER RESIDUALS MANAGEMENT SERVICES

Project Overview

Project Details	
Reference ID	ITB-UT-26-57
Project Name	WASTEWATER RESIDUALS MANAGEMENT SERVICES
Project Owner	Taya Hoff
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	This Invitation to Bid is issued for the purpose or receiving qualified bids for a price agreement for Wastewater Residuals Management, Transport, Treatment and Disposal Services, in accordance with the controlling provisions of law.
Open Date	Jun 17, 2026 8:00 AM EDT
Intent to Bid Due	Jul 08, 2026 2:00 PM EDT
Close Date	Jul 09, 2026 2:00 PM EDT

Highest Scoring Supplier	Score
Merrell Bros., Inc.	**100 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Price Schedule	Jul 09, 2026 2:01 PM EDT	Taya Hoff
References	Jul 09, 2026 2:01 PM EDT	Taya Hoff
Forms 1 - 8 Required	Jul 09, 2026 2:01 PM EDT	Taya Hoff
Addendum 1 (Signed and Dated)	Jul 09, 2026 2:01 PM EDT	Taya Hoff

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?
Patrick Henderson	Jul 09, 2026 3:51 PM EDT	No
Gian Pubill	Jul 10, 2026 1:30 PM EDT	No

Taya Hoff	Jul 09, 2026 2:02 PM EDT	No
MICHAEL BALDWIN	Jul 10, 2026 4:37 PM EDT	No

Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents submitted and completed as requested and required.
Admin Price Review	100 pts	Direct entry from submitted bid.
Technical Review	Pass/Fail	Check all specs and physically make reference checks.
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	Admin Review	Admin Price Review	Technical Review
Supplier	**/ 100 pts**	**Pass/Fail**	**/ 100 pts**	**Pass/Fail**
Merrell Bros., Inc.	100 pts	Pass	100 pts ($2,074,200.00)	Pass
Synagro	70.91 pts	Pass	70.91 pts ($2,925,000.00)	Pass

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026

Agenda Item:
K.3

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $37,052,889.00 **Org/Account #** 43000099-063000-59005

Subject: RESOLUTION 2026-XX APPROVAL PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATION SERVICES, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT

Presenter: **Eric Gebo**

Attachments:

1. Presentation
2. Resolution
3. GMP Amendment Proposal

Background:

The previously approved Master Plan for the Maintenance Operations Center consolidates Public Works, Utility and Stormwater & Engineering into a single location. This plan is designed to meet the long-range needs of the city by providing areas on the site for future expansion of parking and buildings.

On October 15, 2024, City Council approved Phase 1 of the MOC, currently under construction, which involves the site development of the southern portion of the parcel, which includes the clearing of the site, construction of site utilities, stormwater system, technology infrastructure, grading and pavement base materials, site lighting and FPL / TECO service connections.

October 21, 2025, City Council approved a guaranteed maximum price contract amendment for Phase 1B further site development, Peavy Grade Improvements, and construction of the fuel depot.

This item is to approve Project Expenses of $41,400,496.89 for the Maintenance Operations Center Project. This item is to request approval of the Guaranteed Maximum Price Contract Amendment for Phase 1C Construction of the fleet maintenance building and wash buildings with Gilbane Building Company in the amount of $37,050,539, A change order with Pond & Company for construction administration services associated with Phase 1C in the amount of $474,885.11, and additional expenses & project contingency in the amount of $3,875,072.78 to include but not limited to related fees, permit costs, phase 2 wetland mitigation costs, city and IT purchased furniture, fixtures, and equipment items, and unforeseen items.

Any balance of the Approved Project Expenses is authorized to be utilized to Advance Phase 2 of the project for items including but not limited to the preparation of Phase 2 Design Construction Documents and Construction of an internal entrance drive north to Matanzas Woods Pkwy.

This project is funded from the approved Fiscal Year 2027 Capital Improvements Budget and the Five-Year Capital Improvement Plan budget that was approved by Council on September 23,2026.

Source of Funds Worksheet FY 27
Original Budget: $23,850,000.00
Total Expended/Encumbered to Date: $2,499,503.11
Pending Work Orders. Contracts: $0.00
Current (WO/Contract): $21,350,496,89
Balance: $0

Source of Funds Worksheet FY 28
Original Budget: $20,050,000.00Click or tap here to enter text.
Total Expended/Encumbered to Date: $ 0
Pending Work Orders. Contracts: $0.00
Current (WO/Contract): $20,050,000.00
Balance: $0

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVAL PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATION SERVICES, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT

City of Palm Coast Maintenance Operations Center Project Update & Project Expense Approval

Presenting:
Carl Cote, Director of Stormwater & Engineering

Maintenance Operations Center
Strategic Action Plan

Completed Actions

- ☑ Master Plan
- ☑ Contracted for Design Services
- ☑ Contracted for Construction Management Services
- ☑ Acquired Property
- ☑ Obtained Clearing and Stockpile Permit
- ☑ Site Clearing & Stockpile of Fill Material
- ☑ Site Infrastructure (Fleet, Fuel & Wash Facilities)
- ☑ Fuel Depot Construction
- ❑ Fleet Facility Construction

CITY OF PALM COAST
STRATEGIC ACTION PLAN

Ensure that the Maintenance and Operations Facility is top priority facility project and commence with initial improvements based on Capital Improvement Plan timeline.

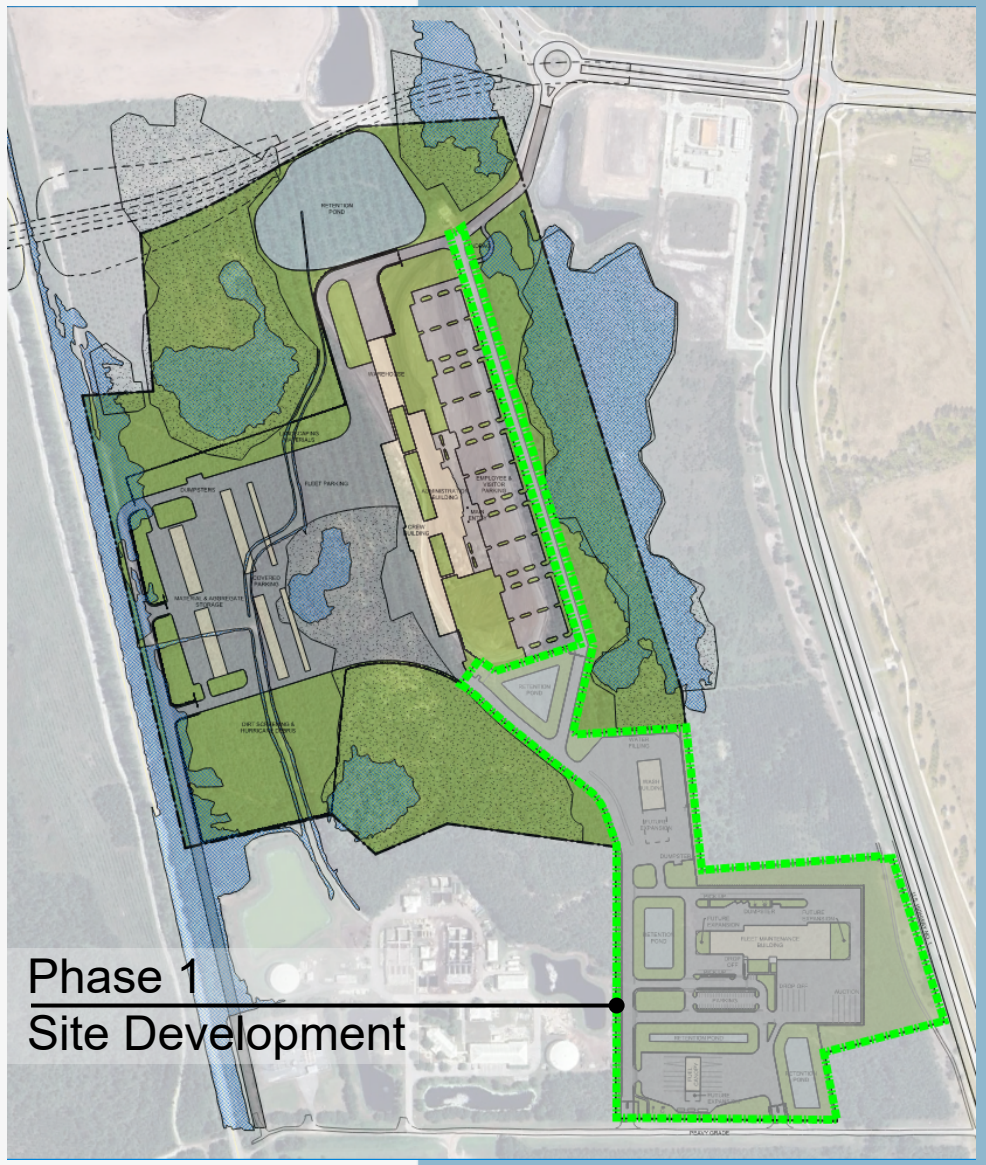
SAFE & RELIABLE SERVICES

A safe community for all is the catalyst to ensure that residents and visitors experience exceptional quality amenities year round.
Recruiting and retaining a quality, talented workforce to maintain uninterrupted services to the citizens.

Maintenance Operations Center
Project Construction

Phase 1

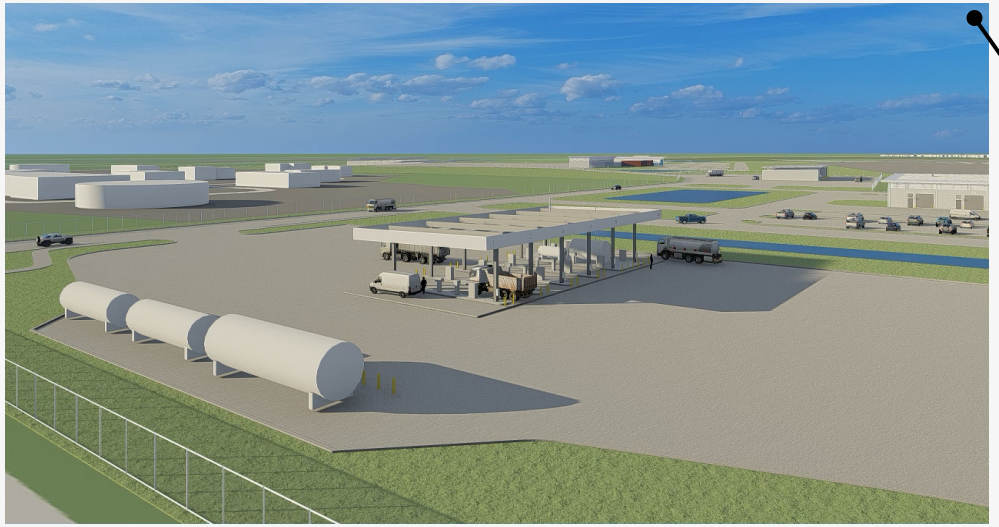
- Construction of Infrastructure
- Site Clearing
- Utilities
- Stormwater
- IT Infrastructure
- Grading and Pavement Base Materials
- FPL & TECO Service

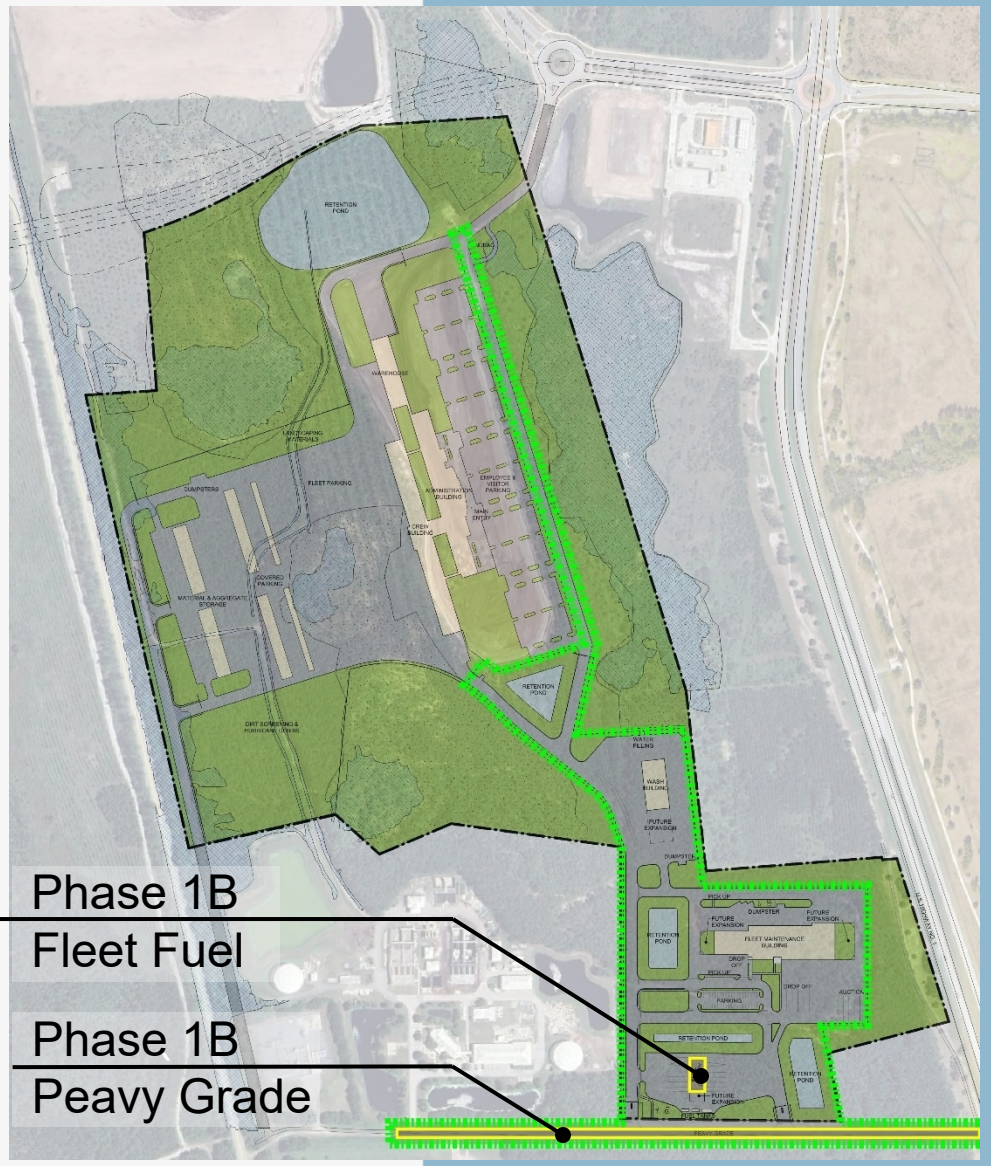


Maintenance Operations Center
Project Construction

Phase 1B

- Fleet Fuel Facility
- Peavy Grade Improvements





Maintenance Operations Center
Project Construction

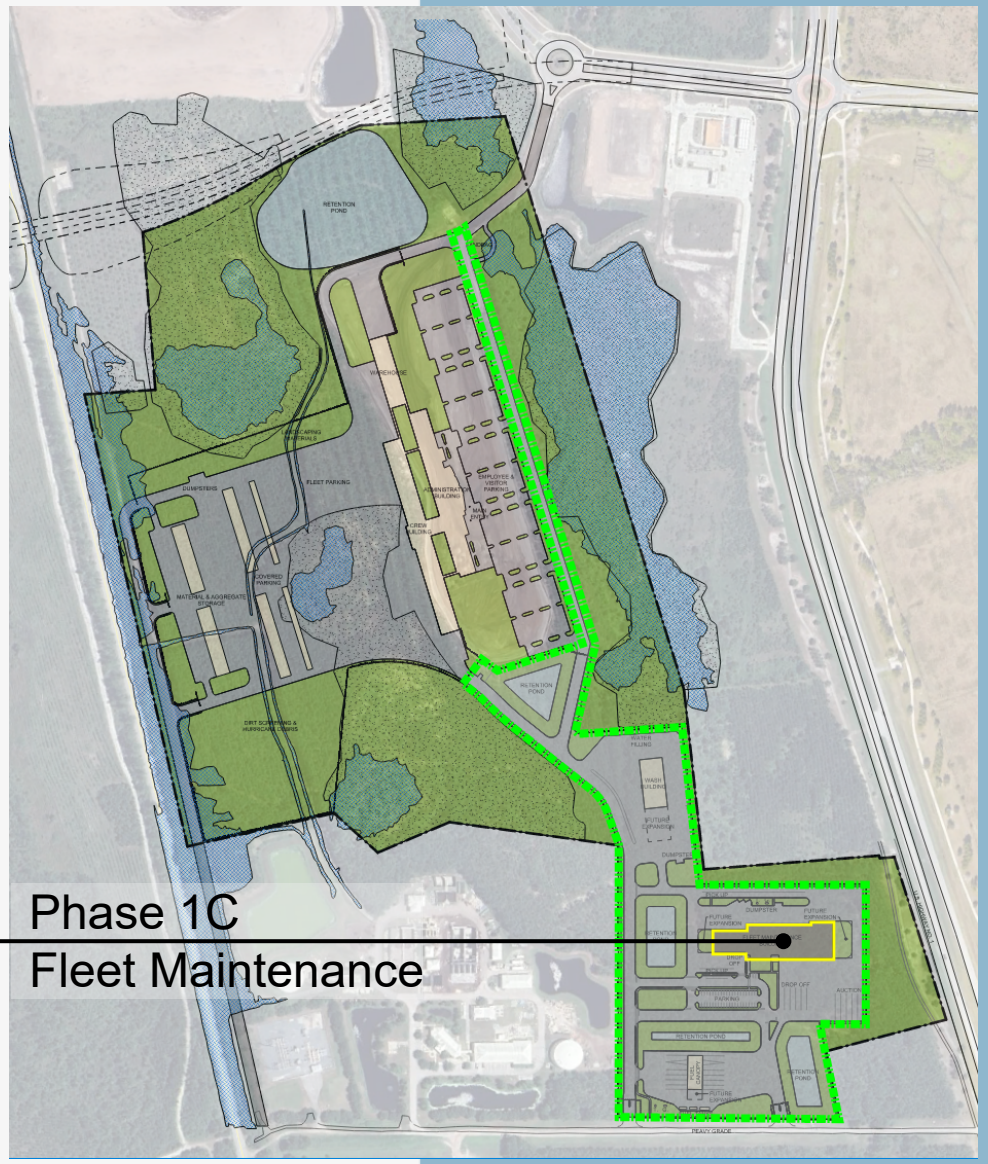


Maintenance Operations Center
Project Construction

Phase 1C

- Fleet Maintenance Building
- Landscaping / Irrigation
- Utility Connections

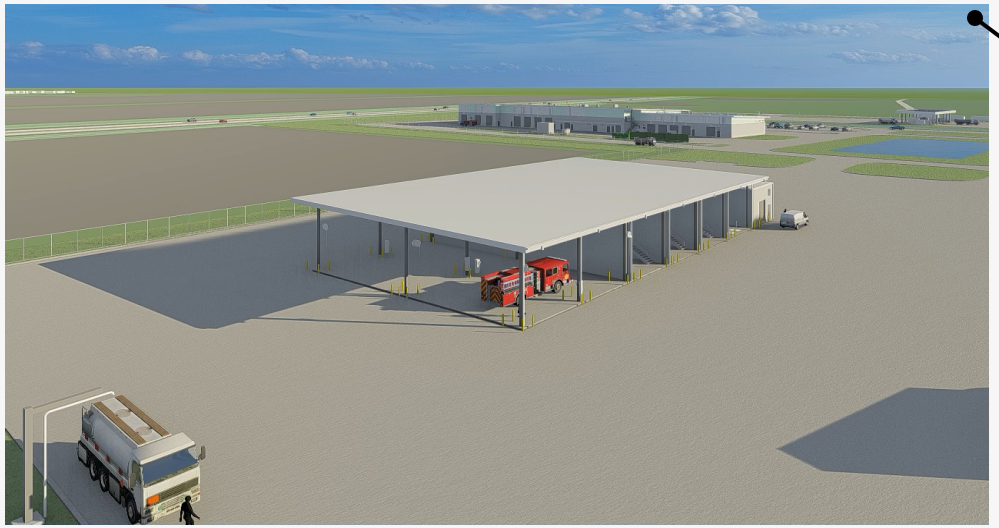


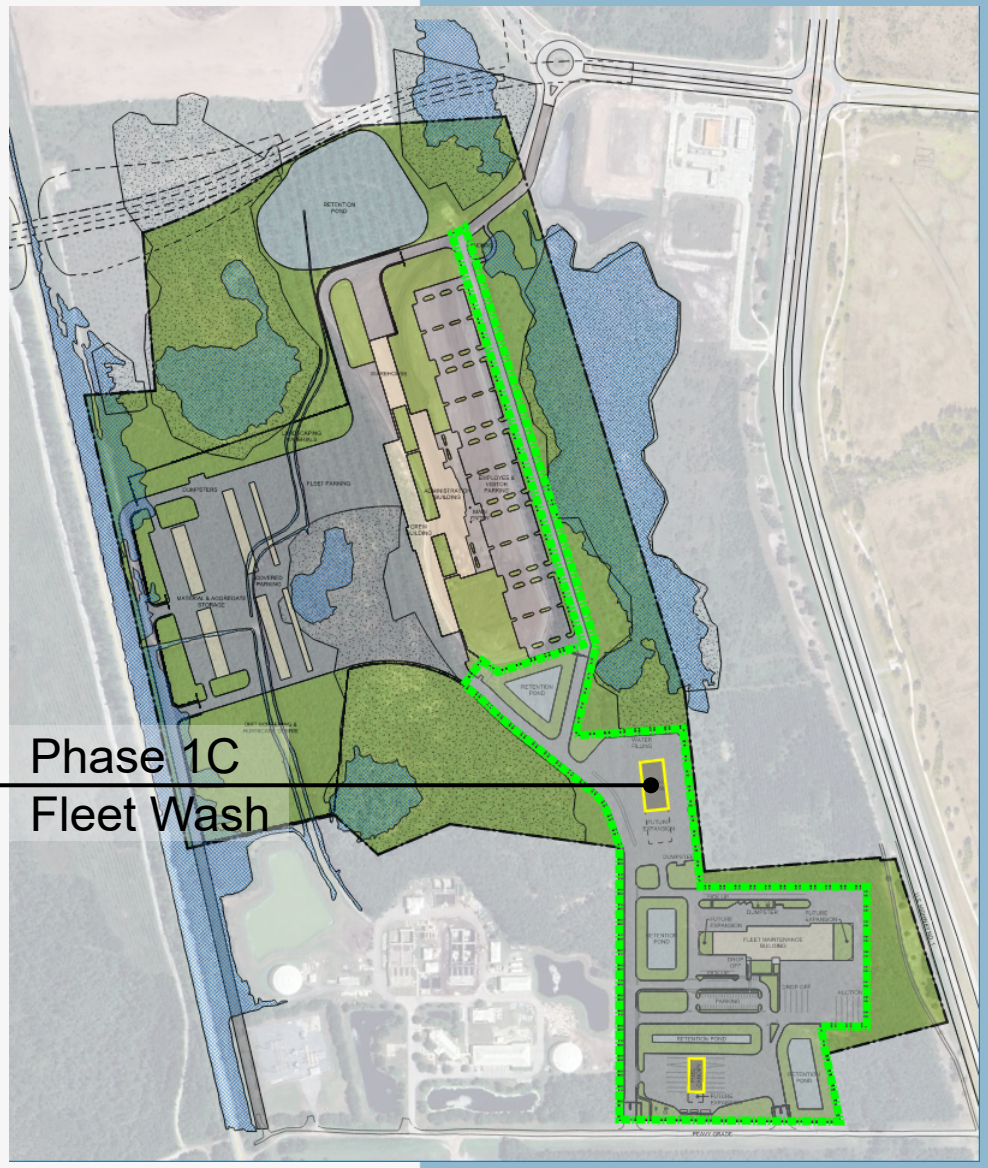


Maintenance Operations Center
Project Construction

Phase 1C

- Fleet Wash Facility





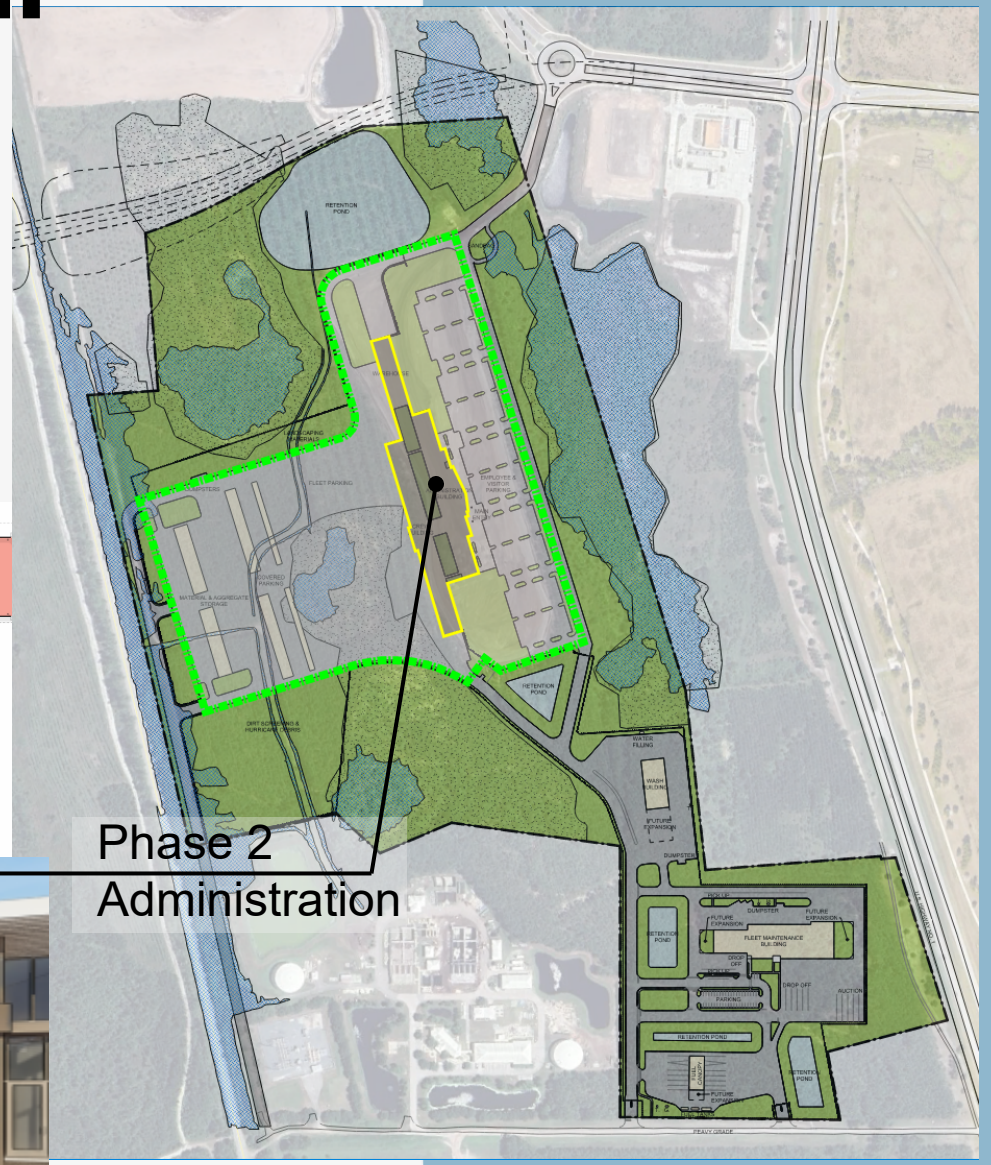
Maintenance Operations Center
Project Design & Construction

Phase 2

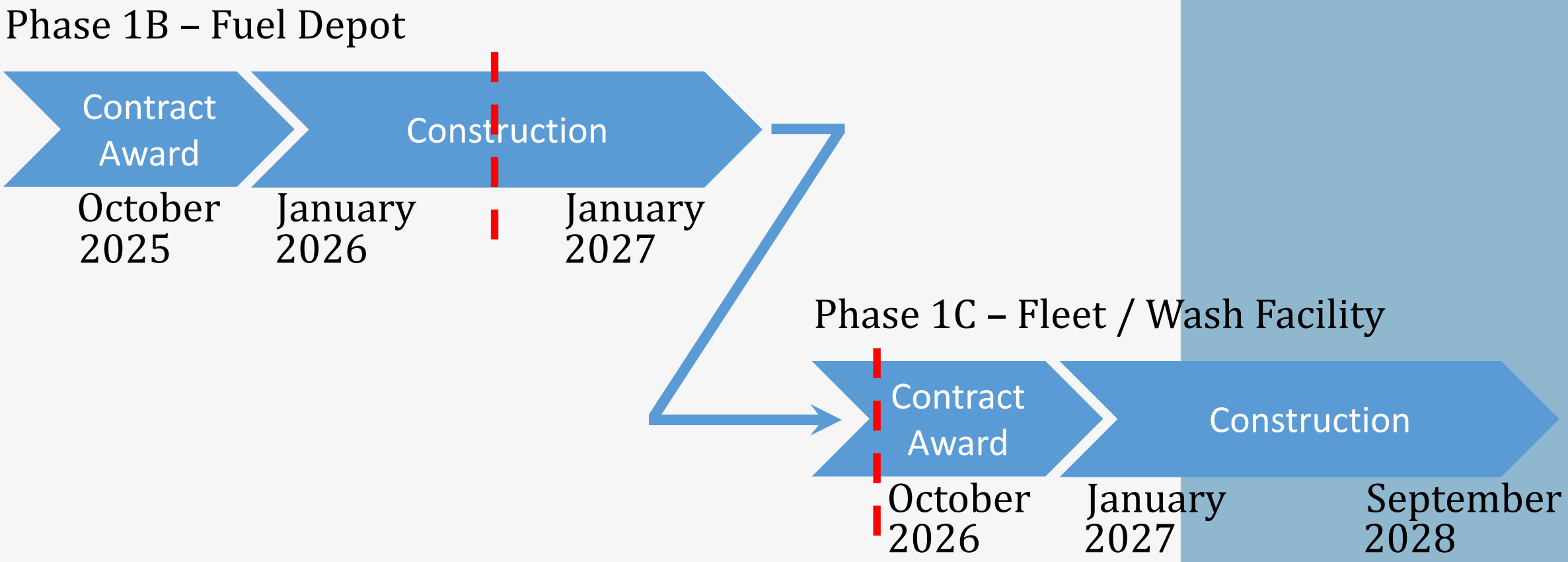
- Administration Building
- Connection to Matanzas Woods Parkway
- Completes Utility / Technology Loop



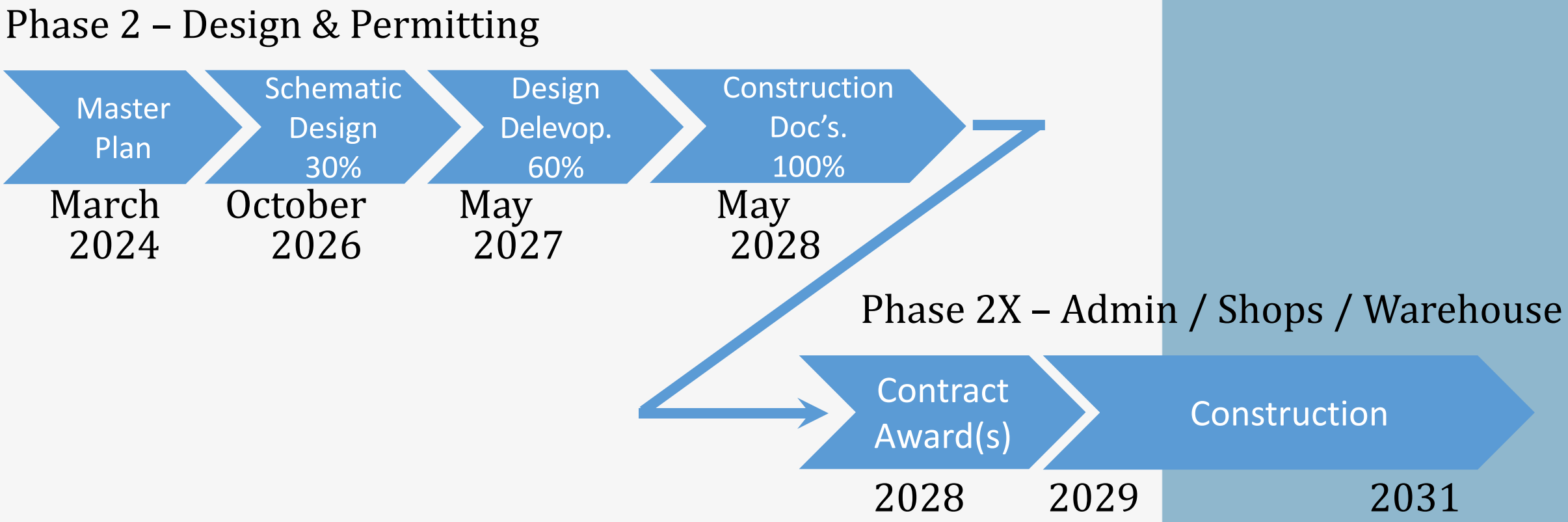




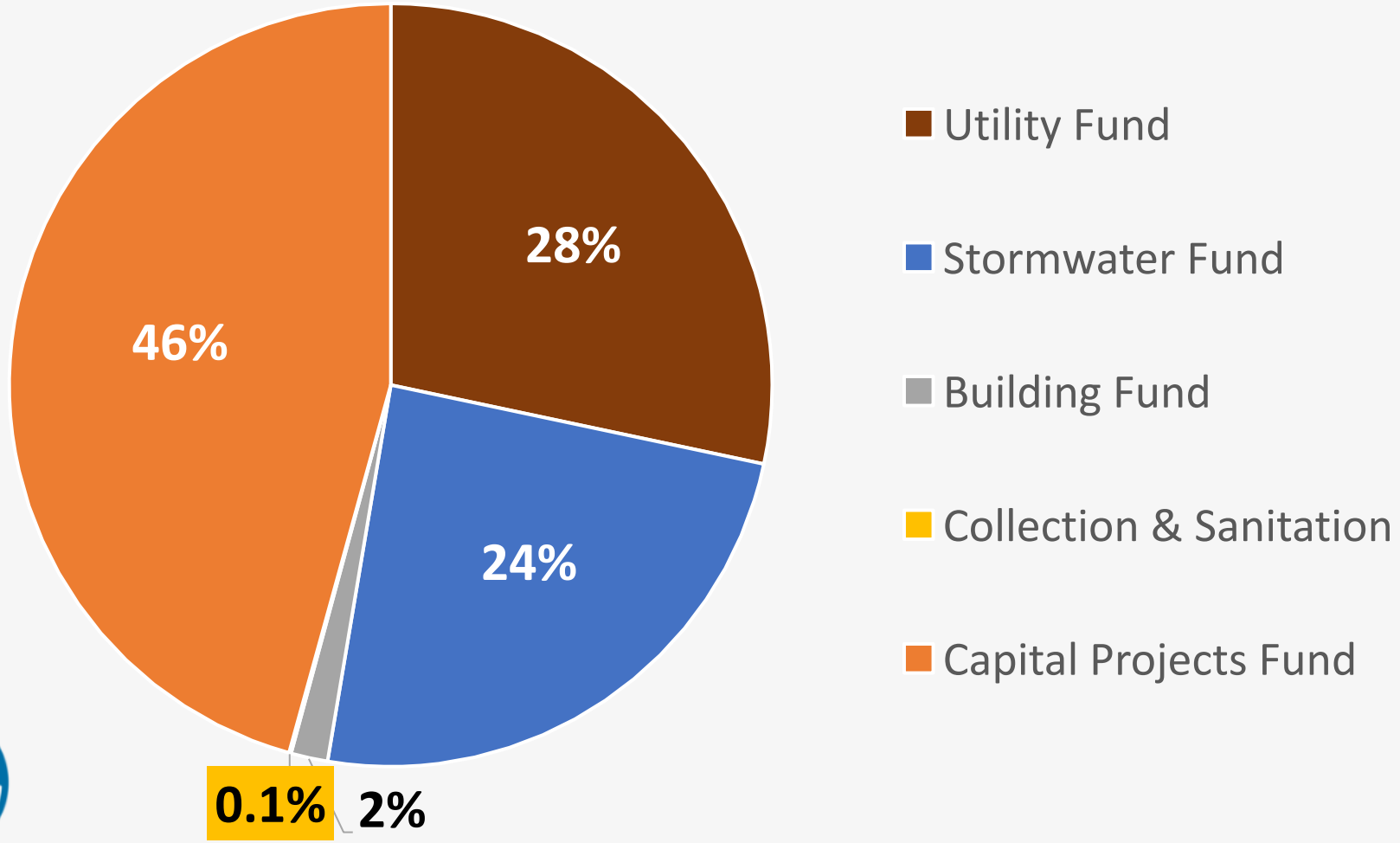
Maintenance Operations Center
Phase 1B & 1C – Building Construction Timeline



Maintenance Operations Center
Phase 2 – Design & Construction Timeline



Maintenance Operations Center
Phase 1 Funding



Maintenance Operations Center
Council Action - Project Expenses of $41,400,496.89*

Change Order with Gilbane Building Company $37,050,539.00	• Guaranteed Maximum Price (GMP) for Construction of Phase 1C Fleet Maintenance & Wash Buildings
Change Order with Pond & Company $474,885.11	• Construction Administrative Services Related to Phase 1C
Additional Expenses & Project Contingency 3,875,072.78	• Building Permits / Impact Fees ~ $1,150,000 • Phase 2 Wetland Mitigation Costs ~ $750,000 • City Purchased FFE & IT Equipment Items ~ 450,000 • Project Contingency = Balance of Project Expenses

*Any balance of the Approved Project Expenses is authorized to be utilized to Advance Phase 2 of the project for items including but not limited to the preparation of Phase 2 Design Construction Documents and Construction of an internal entrance drive north to Matanzas Woods Pkwy.

RESOLUTION 2026-___
MAINTENANCE OPERATIONS CENTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PROJECT EXPENSES INCLUDING A GUARANTEED MAXIMUM PRICE CONTRACT AMENDMENT FOR PHASE 1C, CONSTRUCTION ADMINISTRATIVE SERVICES WITH POND & COMPANY, AND A PROJECT CONTINGENCY FOR THE MAINTENANCE OPERATION CENTER PROJECT: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gilbane Building Company desires to construct phase 1C of the Maintenance Operations Center, for the City of Palm Coast; and

WHEREAS, Pond and Company desires to provide construction administration services for 1C of the Maintenance Operations Center, for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a guaranteed maximum price contract amendment and change orders for the above-mentioned services for phase 1C of the Maintenance Operations Cetner for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve additional expense and a project contingency for the Maintenance Operations Center for the City of Palm Coast including but not limited to fees, permit costs, phase 2 wetland mitigation costs, City purchased furniture, fixtures, and equipment items, and unforeseen items; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the use of any balance of the Approved Project Expenses to be utilized to Advance Phase 2 of the project for items including but not limited to the preparation of Phase 2 Design Construction Documents and Construction of an internal entrance drive north to Matanzas Woods Pkwys; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26 – Approval Requirements – Subsection A., City Council desires to grant authority for the City Manager to enter into or increase any necessary

contracts including those that are equal to or exceed $100,000.00 associated with the expense related to the above-mentioned project.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of guaranteed maximum price contract amendment with Gilbane Building Company for Phase 1C of the Maintenance Operations Center as attached hereto an incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments/project contracts on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 October 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Gilbane GMP Amendment Proposal
Attachment: Exhibit “B” Pond MOD #17

BUILDING
MORE THAN
BUILDINGS®

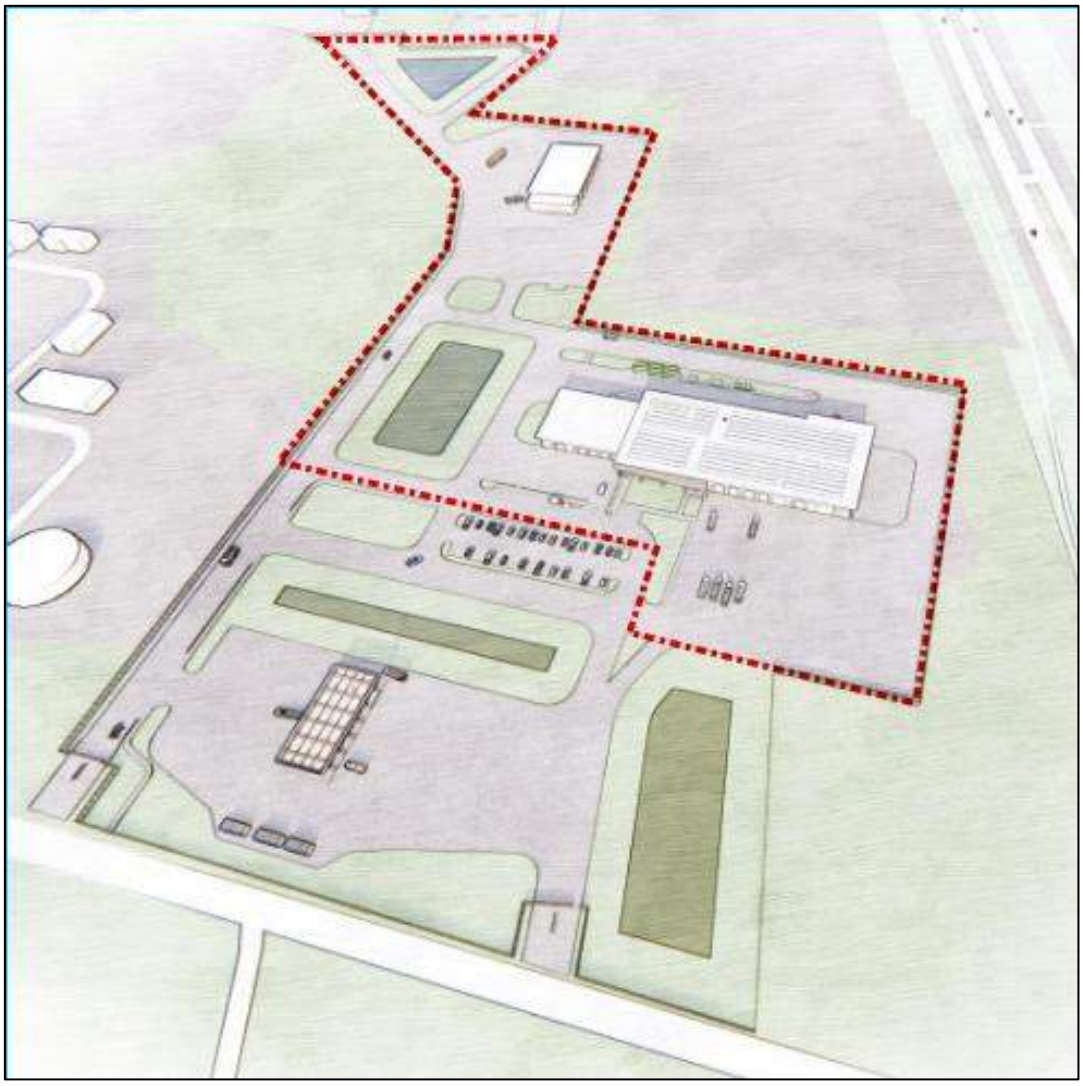
GMP Proposal – Phase 1C

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

Palm Coast, FL

Revision: 1
Published: September 18, 2026



10201 Centurion Parkway N, Suite 500, Jacksonville, FL 32256
www.gilbaneco.com
CGC1539889

Gilbane

September 18, 2026

Eric Gebo, AIA, CFM, Architect III
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: Guaranteed Maximum Price Proposal – Revision R1
Palm Coast Public Works Facility – Phase 1C Fleet Maintenance and Wash Buildings

Mr. Gebo,

Gilbane Building Company is pleased to provide the enclosed Guaranteed Maximum Price (GMP) proposal for Phase 1C of the Palm Coast Public Works Facility, also known as the Maintenance Operations Center. This proposal, in the amount of Thirty-Seven Million Fifty Thousand Five Hundred Thirty-Nine Dollars and Zero Cents ($37,050,539.00) is based on the Drawings and Specifications provided by Pond Company Architects and the supplemental information contained herein.

Phase 1C represents the third and final sub-phase of the Phase 1 project. A portion of cost savings from Phase 1B contingencies have been included to reduce the total cost of Phase 1C. A breakout of the cost for each phase is included in the GMP Recap Summary section.

The Project's Substantial Complete Date is September 12, 2028, based on the execution of this GMP by November 6, 2026, and the construction start date of January 4, 2027.

The execution of this GMP acknowledges approval to select the contractors identified in Section 3 at the stated sums. Upon execution of this GMP we will award contracts to the selected Trade Contractors and direct them to immediately commence their work.

We look forward to reviewing this updated proposal with you in greater detail and moving forward into the next phase of this exciting project.

Sincerely,

Gilbane Building Company

Ty Bliss
Project Executive

cc: Carl Cote, City of Palm Coast
Eric West, Pond Company
Adam Verducci, Gilbane Building Company
Berat Akkaya, Gilbane Building Company

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- GMP Recap Summary

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        - 05A Structural Steel & Misc. Metals
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SECTION 1

- COST SUMMARY – PHASE 1C
- GMP RECAP SUMMARY

Cost Summary - Phase 1C

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

J08878

9/18/2026 Revision R1

Bid Package No.	Bid Package Description	Phase 1C GMP Amount
01A	Materials Testing	$ 59,888.00
01B	Building Envelope Review & Testing	$ 57,400.00
01C	Final Cleaning	$ 17,500.00
01D	Surveying	$ 30,000.00
03A	Cast In Place Concrete	$ 5,544,692.00
03C	Tilt-Up Concrete	Included in 03A
04A	Masonry	$ 479,200.00
05A	Structural Steel	$ 1,770,982.00
05B	Metal Fabrications	Included in 05A
06A	Architectural Millwork & Tops	$ 92,953.00
07A	Roofing	$ 679,610.00
07B	Waterproofing & Caulking	$ 146,506.00
07C	Spray on Insulation	$ 52,810.00
08A	Doors, Frames, & Hardware	$ 342,983.00
08B.1	Aluminum Storefront, Glass & Glazing	$ 172,073.00
08B.2	Amico Mesh Sunshade	$ 272,566.00
08B.3	Curtain Wall (ILO Translucent Panels)	$ 650,000.00
08C	Overhead Coiling Doors	$ 492,430.00
09A	General Trades / Drywall & Framing	$ 690,400.00
09B.1	Flooring	$ 133,510.00
09B.2	Flooring - Sealed and Polished Concrete	$ 51,458.00
09C	Ceilings	Included in 09A
09D	Painting	$ 433,454.00
10A	Specialties	$ 126,800.00
10B	Signage	$ 50,751.00
10C	Aluminum Canopies	$ 145,549.00
11A	Maintenance Equipment	$ 4,197,686.00
11B	Wash Equipment	Included in 11A
12A	Window Treatments	Included in 10A
13A	Pre-Engineered Metal Building	$ 4,613,000.00
21A	Fire Suppression	$ 399,881.00
22A	Plumbing	$ 1,285,000.00
23A	HVAC	$ 1,205,000.00
26A	Electrical & Fire Alarm	$ 4,401,400.00
27A	Tele/Data, Audio Visual, & Security	Included in 26A
31A	Balance of Sitework, Temp Roads, Signage & Striping Allowance	$ 475,000.00
32B	Landscape & Irrigation	$ 247,640.00
32C	Fences & Gates	$ 149,965.00

Cost Summary - Phase 1C

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

J08878

9/18/2026 Revision R1

Bid Package No.	Bid Package Description	Phase 1C GMP Amount
40A	Owner Furniture Allowance	By Owner
48A	Photovoltaic Solar Equipment & EV Chargers	$ 969,754.00
Cost of Work Subtotal - Phase 1C		**$ 30,437,841.00**
Escalation and Tariffs Contingency		$ 760,946.00
CM Construction Contingency		$ 930,988.00
Owner Contingency		$ -
Building Permit Fees		By Owner
GBC Staffing		$ 1,393,165.00
GBC Site Services (Field Office Support & General Requirements)		$ 756,038.00
Builders Risk Insurance Allowance		$ 430,000.00
General Liability Insurance		$ 371,278.00
Subcontractor Default Insurance (SDI)		$ 417,687.00
P&P Bond		$ 223,437.00
CM Fee		$ 1,518,159.00
Total GMP Cost - Phase 1C		**$ 37,239,539.00**

Credit portion of CM Contingency	$	(145,000)
Credit portion of Escalation and Tariffs Contingency	$	(44,000)

Total Phase 1C Change Order Amount	**$**	**37,050,539.00**

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Phase 1 GMP Recap Summary

Palm Coast Public Works Facility

(Palm Coast Maintenance Operations Center)

J08878

9/18/2026 Revision R1

Bid Package No.	Bid Package Description	GMP #1 Phase 1A	GMP #2 Phase 1B	Change Orders to Date	Current Contract Amount	GMP #3 Phase 1C	Total Phase 1 GMP Value
A13	keei wos&rtitiliS Ut	$ 196,446,9	$ 55,617,2	$	)836,730,3(	$806,327,8	806,891,900 0,574
B23	aLncdsape &giaoi nrltr	$ $	61-	075,9 $	$	075,961 04	$6,742 012,714
C23	eFnc e&s aeGst	$ $	37 9,381	- $	)644,84	$ 725,531 $	569,941 294,582
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A84	hoPvaototlci oSal qEurpiment	$	$ -	-	$ $	$ -	457,969 457,969
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nowni nCgeOetrncy		$	$ $ -	- $	948,97 94	8,97 $	- 948,97
Building Permit Fees		By Owner	By Owner		By Owner	By Owner	By Owner
niagf tfSCBG		$ $	277,414 07	4,636 $	$	242,150,1 5	1,393,1 44,2 704,4
GBC Site Services (Field Office Support & General Reqe)umesrint		$ $	125,452 $51	4,953 $	936 12	575,53 6 7	316,193,1830,65
k uBRsidliser		$ $	951,65 1 000,05 1	$	)207,60 $(	754,991 $ 4	000,03 754,926
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&P PoBnd		$ $	869,17	503,95 $	$	372,13 $	734,322 53 017,4
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Toah tPla mG os e1APMunst		**$ 446,49 $,11**	**6,398,9 $**	**96**	**)900,593,(5 $**	**403,394 $ 61**	**935,932,73 348,2 37,35**

Credit portion of CM Contingency	$ (145,000)	$ (145,000)
Credit portion of Escalation and Tariffs Contingency	$ (44,000)	$ (44,000)

Total Phase 1C Change Order Amount	**$ $ 370,5 05,39**	**535,438,43**

	Material	Tax Savings	Total
Phase 1A - Owner Direct Purchase Order - Change Orders to Date	$ 1,518,076	$ 91,335	$ 1,609,411
Phase 2A - Owner Direct Purchase Order - Change Orders to Date	$ 796,020	$ 48,012	$ 844,032
	$ 2,314,096	$ 139,347	$ 2,453,443
Estimated Phase 1C Owner Direct Purchase Tax Savings:	$ 5,150,000	$ 309,050	$ 5,459,050

SECTION 2

- CLARIFICATIONS AND ASSUMPTIONS
- DOCUMENT ENUMERATION LOG

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
LOCATION: Palm Coast, FL
OWNER: City of Palm Coast
ARCHITECT: Pond & Company
Revision: R1
Date: September 18, 2026

Clarifications and Assumptions

DIVISION 01 – GENERAL REQUIREMENTS

1. This GMP Amendment Proposal is for the Phase 1C scope of work to construct the Fleet Maintenance Building, Wash Building, and the remaining Phase 1 site improvements.
2. This Proposal is prepared based on the documents issued by Pond & Company as set forth in the Enumeration of Documents in Section 2.
3. The GMP for Phase 1C is based on receiving a Notice to Proceed (NTP), or a GMP amendment on or before November 6, 2026. In the event approval is not obtained by November 6, 2026, due to no fault of Gilbane or its Trade Contractors, the schedule and price will be equitably adjusted when the GMP is approved.
4. This Proposal is based on the Project Schedule in Section 4 with Phase 1C construction starting January 4, 2027, and Substantial Completion by September 12, 2028.
   4.a. – The Phase 1C Project Schedule will be updated to include the following Permitting Activities:
   - Addendum #2 due from Pond early-November
   - Signed & Sealed Permit Document Set due from Pond mid-November
   - CoPC Building Department Issue Building Permit (30 business days) mid to late December.
5. This Proposal is based on the Site Utilization Plan in Section 4.
6. Owner Allowances and Trade Contractor Allocations are included as listed in Section 3.
7. Liquidated damages will be assessed on this phase at $350.00 per day.
8. Material testing is included.
9. Threshold inspections are not included.
10. Cost for temporary construction power, water, and sewer usage will be paid by the Owner and is not included in this Proposal.
11. Building envelope document coordination, field observations, and fenestration testing are included. Building envelope coordination and field observation reports will be provided to the Architect and are not intended as a substitute for engineering or architectural review by licensed design professionals. The comments contained in the reports represent observations and/or suggestions intended for consideration and possible incorporation into the Design Documents. No design liability is assumed by Gilbane, or 3rd party envelope reviewer, as a result of the information contained in the reports.
12. Acceptance of the GMP constitutes acceptance of the Gilbane recommended lowest responsive bidders identified in Section 3 of this Proposal. The GMP is based on the listed Trade Contractor's acceptance and execution of a contract to perform the work. Rejection of a Trade Contractor listed within the GMP by the Owner will require an adjustment to the GMP value to accommodate the next lowest responsive bidder.
13. Working hours for this Estimate are based upon the following:
    a. For defined scopes of work Gilbane and our trade contractors have included five (5) 8-hour workdays, Monday through Friday. Normal working hours are intended to be 7am to 3.30pm.
    b. For undefined scopes of work requiring after-hours (nights and weekends) work will be included within the cost of work to be defined through the design and procurement process.

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Clarifications and Assumptions

14. Costs of jobsite computer hardware, software, supplies and communications, corporate and regional data processing/MIS services are included and are billable at the rate of $8.40 per labor hour expended for the Project.
15. Construction Manager will utilize Subcontractor Default Insurance (SDI) in lieu of subcontractor payment and performance bonds. SDI is included at a fixed rate of $13.00 per $1,000 of total trade contract value inclusive of owner direct purchases.
16. Liability insurance is included at a fixed rate of $9.97 per $1,000.00 of total contract value inclusive of owner direct purchases. Other deductible amounts are listed in the Builder's Risk Insurance Quote in Section 3.
17. A fixed labor multiplier of 65% is included for all staffing on the project for labor burden and is not subject to audit. Labor burden includes PTO, payroll taxes, retirement, major-medical, short-term disability, long term disability and worker's compensation.
18. Retainages shall not be held on Construction Manager's general conditions, fee, insurance and bonds.
19. The Construction Manager's Fee is included as 4.25% and shall be converted to a lump sum upon approval of this Proposal and will be billed as a percentage of work in place in monthly payment applications.
20. Textura Contractor Payment Management (CPM) software is used to facilitate payment and secure releases of liens each month with subs and suppliers. This usage fee is $8,580 and shall be billed as a fixed price in the initial payment application.
21. Procore document management software costs are included in this proposal. Procore will be used as the software platform to manage documents, drawings, RFIs, meeting minutes and other related correspondence. This usage fee is included at a fixed rate of .65 per the total project amount.
22. Pursuant to Article 6.2.5 of the Agreement, incentive compensation is included as a reimbursable cost.
23. In the event the GMP is increased by Change Order the Construction Manager shall be entitled to the actual cost of the work and the following lump sum rate multipliers:
    a. GL Insurance: 0.997%
    b. CM General Conditions: To be Included in the Cost of the Change Order
    c. Subcontractor Default Insurance 1.30%
    d. CM Overhead & Profit: 7.00%
    e. Bond: .600%
24. Davis Bacon prevailing wages and other Federal Funding requirements are excluded.
25. Travel expenses consistent with the company's normal reimbursement policy shall be considered allowable costs and reimbursable under the terms of the Contract. Subject to change per Standard mileage rates set forth by IRS, work related mileage shall be reimbursed as follows:
    a. Personnel with car allowances: 38¢ per mile (less normal commute)
    b. Personnel without car allowances: 76¢ per mile (less normal commute)
26. The Builders Risk premium and coverage terms are included as an allowance based upon the attached quote in Section 3 and are subject to market conditions at the time of construction commencement. Premiums, coverage terms and deductibles are subject to change if project value and/or schedule

Clarifications and Assumptions

increases. All costs associated with extending the duration of the project, resulting in an extension of this policy, are excluded and will be incorporated in the time extension Change Order.

27. In accordance with Article 11.3.1.3 of the Agreement Gilbane and its Trade Contractors shall be responsible for builder's risk insurance deductibles, except that Owner shall be solely responsible for any and all costs and deductibles arising out of any loss due to flood (including inundation, seepage and sewer back-up), earthquake, windstorm, hail, volcanic eruption or terrorism. Windstorm deductibles are calculated at 5% Value at Risk at Time of Loss (VARTOL) with a minimum of $250,000.
28. Owner shall be responsible for paying all permitting fees, all fees by Authorities Having Jurisdiction, and all Utility Company Fees.
29. Provisions for a 2-year warranty is excluded based on the scope of this work.
30. Notwithstanding any other term, condition or provision in the Contract, the preparation of the GMP using various categories shall not constitute a line-item guaranty for any such category or line item, nor should any category or line item control or limit the compensation to the Construction Manager should the cost for one particular category exceed that line so long as the Construction Manager is limited to the total GMP. The supporting documentation has been included as a reference for estimated costs but not a guarantee for each line item's cost for the services noted.
31. General Disclosure of Related Party: Gilbane Building Company hereby discloses the use of Next 150 Construction Services, LLC, a Gilbane related party, for the performance of skilled craft labor, small tools, consumables, equipment, materials, and temporary services in connection with the Project.
32. General Disclosure of Related Party: Gilbane Building Company hereby discloses the use of Gilbane's Transition Planning & Management (TPM) services as an independent business unit providing consulting services within the Gilbane Building Company. Gilbane TPM assists our clients in activating their new facility with new systems, equipment and furniture while working with their employees to plan for and implement their transition into the new space. Gilbane TPM services can be contracted through the Gilbane Building Company Contract for construction management services or directly to the owner.
33. Pre-Bid RFI responses to PB-RFI #23 – PB-RFI #30 are included. PB-RFI #31 is in review and is not included. Any cost or schedule impacts will be submitted separately for approval.

DIVISION 03 – CONCRETE

1. Plans don't call for thickness on elevated deck slab for the mezzanine. We assumed 5" normal weight concrete with WW1.4. $30,000.00 Trade Allocation has been reserved for this line item.
2. Assumed transom louvers will be separated from HM Door Frames, added crack bar and additional rebar as needed at these locations.
3. Includes Welded Wiremesh 1.4 at all pedestrian sidewalks per the City of Palm Coast design guidelines.
4. Bollards near the building perimeter will be in conflict with column footings and continuous wall footings. $20,000.00 Trade Allocation has been reserved for this potential conflict.
5. For site concrete pavement, including dowels and sheet metal bottom strip only at expansion joints, this reinforcing is not included at saw cut control joints.
6. 12" of #57 stone under foundations that are 3.0' below finish floor.
7. A Trade Allocation in the amount of $16,000 is included for 30 days of additional tilt panel bracing rental.

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Clarifications and Assumptions

8. A Trade Allocation in the amount of $38,000 is included for tilt panel bracing outside the building footprint.

DIVISION 04 – MASONRY

1. Does not include any foam injection.
2. Z-Purlin detail per A6/1S-421 is not included. This detail is revised per page turn meeting, will build a shaft wall instead and is included under Frame and Drywall scope of work.
3. Installation of additional HM Frame to tire storage per Pre-Bid RFI Clarification is included.

DIVISION 05 – METALS

1. Included $25,000.00 Trade Allocation for unforeseen supplemental steel and additional bollards.

DIVISION 06 – ARCHITECTURAL MILLWORK & TOPS

1. AWI certification is not included.
2. No locks are shown or indicated on contract documents.

DIVISION 07 – ROOFING, WATERPROOFING & CAULKING

1. Rated for Category 4, Exposure C hurricanes, 160 mph ultimate wind design speed (3-sec gust) 123.9 mph nominal sustained design wind speed.
2. 125 mph wind rider warranty is included per specs.
3. Bentonite waterproofing is included at all equipment pits. Zypex concrete add mixture is not included.
4. Damp proofing is included at all exterior wall footings.
5. Closed cell spray foam is included to achieve an R-38 value underside of mezzanine deck, approximately 5.5” of insulation.
6. $5,000.00 Trade allocation is included for spry foam insulation patching.

DIVISION 08 – DOORS & WINDOWS

1. Plain sliced white oak veneer is included.
2. Transom louvers have been separated from HM door frames. Louvers to be in their own frames.
3. Structural composite lumber core doors are included in lieu of particle board core doors.
4. Cost Escalation on wood doors through April 2028 is included.
5. Missile Level E rating designed to withstand also +/- 65 PSF included for HM Doors and Storefront/Glazing is included.
6. Since Missile E is not available for Translucent panels, this scope is excluded and a budget of $650,000.00 is included for a curtainwall system to replace Translucent panel elevations. Final design and structural support are to be determined and then pricing for this scope will be reconciled against this budget.
7. 1” insulated glass is included at all interior windows adjacent to shop areas for the extent of vapor barrier.
8. 1 5/16” glass is included for all exterior glass at storefronts.
9. Draft curtains are included as aluminum brake metal.
10. Amico Mesh Screen is upgraded to 3/16” in lieu of 1/8” per specs due to the Category 4 wind design revision.
11. Exterior overhead doors are rated to Category 4, Exposure C with Missile E rating.

DIVISION 09 – FINISHES

PROJECT NAME: Palm Coat Public Works Facility (MOC) – Phase 1C Fleet Maintenance & Wash Buildings
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Clarifications and Assumptions

1. $15,000.00 Trade Allocation has been included for a shaft wall over fire rated CMU walls at the mezzanine level in lieu of the Z-purlin detail A6/1S-421.
2. Wall framing above wash bay tilt wall is included ONLY at the grid line 3 separating detail area with rough wash bays.
3. 5/8" Exterior Sheathing is not included for soffits at Wash Building and Maintenance Building as they are not needed for a complete system. Per the Florida Product Approvals and Delegated design, Soffit will be fastened directly onto Hat Channels or Purlins.
4. Polyurea paint is only included at the wash building for wet areas. Building exteriors will get regular textured paint.

DIVISION 10 – SPECIALTIES

1. $3,000.00 Trade Allocation included for additional corner guards requested by CoPC.
2. 30' flagpole is included with two standard size flags. Flagpole will be rated to Category 4 winds and will have engineered foundation.
3. $2,500.00 Trade Allocation included for additional signage requested by CoPC.

DIVISION 11 – MAINTENANCE & WASH EQUIPMENT

1. Maintenance equipment revisions per coordination meeting notes in email from WSB dated 9/4/26 are not included in this Proposal. These revisions are still being reviewed, and pricing revisions are forthcoming.
2. 5-Ton crane support is part of the PEMB design as depicted on plans and confirmed via Pre-Bid RFI.
3. All piping revised to Aluminum Unipipe per the request of CoPC, cost savings included in this bid proposal.
4. This proposal includes pricing for all new equipment to be provided by CM. Following final pricing CoPC will decide which items will be CM furnished and which items will be Owner furnished.
5. Owner equipment that is being relocated assumed to be in working condition, no warranties or repairs are included in this bid for existing equipment.

DIVISION 13 – PRE-ENGINEERED METAL BUILDING

1. The PEMB contractor will provide delegated engineering. PEMB design will be coordinated with the Structural EOR and structural drawings revised to align with the PEMB design.
2. $200,000.00 Trade Allocation is included for the Supplemental steel that the plans do not currently show due to wind design change from Category 2 to Category 4. Delegated design items such as Curtainwall, Amico Mesh Screen, 5-Ton Crane will require additional supports for anchoring.

DIVISION 21 – FIRE SUPPRESSION

1. Backflow preventer is excluded in the pump room as it is redundant. The backflow on site is included in the Div 31 Civil package.
2. $1,500.00 is included if FL Registered PE will be required to sign and seal shop drawings and hydraulic calculations.

DIVISION 22 – PLUMBING

1. 1500 gal highland oil/water tanks are excluded as they are redundant. The two oil/water separators on site are included in the Div 31 Civil package.

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Clarifications and Assumptions

2. ProPress style fittings may be used in lieu of soldered fittings on copper piping.

DIVISION 23 – HVAC & CONTROLS

1. BIM coordination and clash detection lead is included for M, E, P, FP, & Structural trades. The Mechanical contractor shall lead the BIM coordination process. REVIT models shall be provided by the A/E at no additional cost.
2. Type B Vent is included for the gas operated pressure washers inside equipment room.
3. BAS by Johnson Controls included.
4. Test and Balance is included.

DIVISION 26 – ELECTRICAL & FIRE ALARM

1. A Bi-directional Antenna (BDA) evaluation survey is included. The timing of the survey will be completed after the city installs the new cell tower to the north. CoPC will provide the tower installation date.
2. Installation of a BDA system is not included. The City will provide this system if required to be added based on the results of the survey.
3. $40,000.00 Trade Allocation is included for additional Photovoltaic system coordination scope.
4. Light pole per note 4 on C11.1 at the lift station is included.
5. Lightning protection is included and will have separate master labels for maintenance building and wash building.
6. Raceway and wire to three EV charger locations is included in the BP 26A base bid. Cost for three EV chargers is included in Div 38 Solar package.
7. Conduit Schedule is revised and changes are as follows:
   a. Rigid conduit is included in exposed locations for stub outs and up to 8’ or to the first device whichever comes first.
   b. Corrosion Resistant (Aluminum) Electrical Metal Tubing is included in areas that are not air conditioned.

DIVISION 27 – TELE/DATA, AUDIO VISUAL, & SECURITY

1. Scope included per City of Palm IT Project Responsibilities provided on 9/3/2026 by Eric Gebo and coordination meeting that took place on 9/3/2026 1:30 PM.
2. Owner furnished/installed items include Network switches, UPSs, PDUs, Patch Cables, Licensing for Security Devies, Programming of Genetec System for security devices, Wireless Access Points, Fiber on-site, Fiber from Street to MDF/IDF/Telecom cabinets.

DIVISION 31 – SITEWORK & UTILITIES

1. An Owner Allowance is included in the amount of $475,000.00 for remaining sitework and utility scope including but not limited to a stabilized construction access road from the north end of the site and crane road for tilt panel erection around buildings, striping, signage and related site furnishings. Final scope and pricing to be finalized.

DIVISION 32 – LANDSCAPE & IRRIGATION

1. 60-day maintenance is included starting from substantial completion.
2. Soil amendment is included.
3. 3.5” caliper plants are included.

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Clarifications and Assumptions

4. Phase 1C will not have a separate irrigation system. Irrigation system from Phase 1B with same controllers will extend onto Phase 1C areas.

DIVISION 32 – FENCES AND GATES

1. We are to utilize and terminate to existing fence for Water Treatment Plant #3.
2. No third-party structural engineering on fences and gates, foundations per plans, no reinforcing.
3. No grounding for any fence or gates.

DIVISION 40A – OWNER FURNISHINGS

1. Owner Furnishings, including furniture, TV monitors & brackets, refrigerators, microwaves, coffee makers, etc. are not included and shall be provided by the Owner.

DIVISION 48 – PHOTOVOLTAIC SOLAR EQUIPMENT

1. Photovoltaic solar system is included with 640 W Hyundai #775 modules to produce 99% kWh offset of the estimated 710,388 kWh annual usage.
2. Sales tax is not charged on solar equipment and is not included.
3. At this time there is a solar import Tariff in the amount of approx. $40,000 anticipated if this order is purchased after December 3, 2026. To avoid this potential Tariff impact the city may need to approve early purchase and payment for this equipment.
4. Three Electric Vehicle (EV) Chargers are included as the same make and model that was provided at the Southern Rec. Center project.

ENUMERATION OF DOCUMENTS - FLEET MAINTENANCE BUILDING

Discipline	Drawing No.	Drawing Title	Drawing Date	Set Name
General	1G-001	COVER SHEET	7/6/2026	Phase 1C GMP Set
General	1G-002	SHEET INDEX	7/6/2026	Phase 1C GMP Addendum 01
General	1G-004	BUILDING CODE SUMMARY	7/6/2026	Phase 1C GMP Set
General	1G-101	LIFE SAFETY PLAN	7/6/2026	Phase 1C GMP Set
Structural	1S-001	DESIGN CRITERIA AND GENERAL NOTES	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-002	ABBREVIATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-003	WIND PRESSURE DIAGRAMS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-100A	PEMB REACTIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-100B	FOUNDATION AND SLAB PLAN OVERALL	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-101A	FOUNDATION AND SLAB PLAN SEGMENT A	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-101B	FOUNDATION AND SLAB PLAN SEGMENT B	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-201	MEZZANINE FLOOR FRAMING PLAN	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-300	ROOF FRAMING PLAN OVERALL	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-301A	ROOF FRAMING PLAN SEGMENT A	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-301B	ROOF FRAMING PLAN SEGMENT B	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-302	ROOF STRUCTURAL LOADING PLAN	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-401	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-402	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-403	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-421	MEZZANINE SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-501	TILT-UP PANEL SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-502	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-503	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-504	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-505	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-506	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-507	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	1S-508	TILT-UP PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Architectural	1A-001	GENERAL NOTES, ABBREVIATIONS & SYMBOLS	7/6/2026	Phase 1C GMP Set
Architectural	1A-002	TYPICAL MOUNTING HEIGHTS & LOCATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-003	TYPICAL MOUNTING HEIGHTS & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-004	MANEUVERING CLEARANCES	7/6/2026	Phase 1C GMP Set
Architectural	1A-005	PARTITION TYPES & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-101	FLOOR PLANS - LEVEL 01 & MEZZANINE (OVERALL)	7/6/2026	Phase 1C GMP Set
Architectural	1A-101A	FLOOR PLAN - LEVEL 01 (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-101B	FLOOR PLAN - LEVEL 01 (SEGMENT B)	7/6/2026	Phase 1C GMP Set
Architectural	1A-102A	FLOOR PLAN - MEZZANINE (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131	REFLECTED CEILING PLANS - LEVEL 01 & MEZZANINE (OVERALL)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131A	REFLECTED CEILING PLAN - LEVEL 01 (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131B	REFLECTED CEILING PLAN - LEVEL 01 (SEGMENT B)	7/6/2026	Phase 1C GMP Set
Architectural	1A-131C	ENLARGED REFLECTED CEILING PLAN	7/6/2026	Phase 1C GMP Set
Architectural	1A-132A	REFLECTED CEILING PLAN - MEZZANINE (SEGMENT A)	7/6/2026	Phase 1C GMP Set
Architectural	1A-132B	REFLECTED CEILING PLAN - MEZZANINE (SEGMENT B)	7/6/2026	Phase 1C GMP Set
Architectural	1A-151	ROOF PLAN (OVERALL) & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-152	ROOF DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-201	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-202	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-203	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-301	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-302	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-303	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-351	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-352	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-353	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-401	ENLARGED FLOOR PLAN (OFFICE SUITE)	7/6/2026	Phase 1C GMP Set
Architectural	1A-402	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS (RESTROOM)	7/6/2026	Phase 1C GMP Set
Architectural	1A-403	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS (RESTROOM)	7/6/2026	Phase 1C GMP Set
Architectural	1A-404	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-405	ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS (BREAK ROOM)	7/6/2026	Phase 1C GMP Set
Architectural	1A-406	INTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-431	ENLARGED STAIR PLANS, SECTIONS & DETAILS (STAIR 001)	7/6/2026	Phase 1C GMP Set
Architectural	1A-432	ENLARGED STAIR PLANS, SECTIONS & DETAILS (STAIR 002)	7/6/2026	Phase 1C GMP Set
Architectural	1A-531	CEILING DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-561	MILLWORK SECTIONS	7/6/2026	Phase 1C GMP Set

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Architectural	1A-601	DOOR SCHEDULE & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-611	EXTERIOR OPENING DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-612	INTERIOR OPENING DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	1A-621	STOREFRONT ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-622	TRANSLUCENT PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	1A-901	3D VIEWS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-001	MECHANICAL GENERAL NOTES AND DESIGN CRITERIA	7/6/2026	Phase 1C GMP Set
Mechanical	1M-002	MECHANICAL ABBREVIATIONS AND LEGENDS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-101	MECHANICAL HVAC PLAN LEVEL 1 AND MEZZANINE	7/6/2026	Phase 1C GMP Set
Mechanical	1M-101A	MECHANICAL HVAC PLAN LEVEL 1 - AREA A	7/6/2026	Phase 1C GMP Set
Mechanical	1M-101B	MECHANICAL HVAC PLAN LEVEL 1 - AREA B	7/6/2026	Phase 1C GMP Set
Mechanical	1M-102A	MECHANICAL HVAC PLAN MEZZANINE - AREA A	7/6/2026	Phase 1C GMP Set
Mechanical	1M-103	MECHANICAL HVAC ROOF PLAN	7/6/2026	Phase 1C GMP Set
Mechanical	1M-301	MECHANICAL SECTION VIEW	7/6/2026	Phase 1C GMP Set
Mechanical	1M-401	MECHANICAL HVAC ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-501	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-502	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-503	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-601	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Mechanical	1M-602	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Mechanical	1M-603	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Mechanical	1M-701	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-702	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-703	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-704	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-705	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-706	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-707	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-708	MECHANICAL CONTROLS	7/6/2026	Phase 1C GMP Set
Mechanical	1M-801	COMCHECK COMPLIANCE	7/6/2026	Phase 1C GMP Set
Plumbing	1P-001	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND LEGENDS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-101	PLUMBING FLOOR PLANS LEVEL 1 & 2	7/6/2026	Phase 1C GMP Set
Plumbing	1P-101A	PLUMBING FLOOR PLAN LEVEL 1 SEGMENT A	7/6/2026	Phase 1C GMP Set
Plumbing	1P-101B	PLUMBING FLOOR PLAN LEVEL 1 SEGMENT B	7/6/2026	Phase 1C GMP Set
Plumbing	1P-401	PLUMBING ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-501	PLUMBING DETAILS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-601	PLUMBING SCHEDULES	7/6/2026	Phase 1C GMP Set
Plumbing	1P-901	WASTE AND VENT RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Plumbing	1P-902	DOMESTIC WATER RISER DIAGRAMS	7/6/2026	Phase 1C GMP Set
Plumbing	1P-903	NATURAL GAS RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-01	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-02	ELECTRICAL LEGEND	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-100	FLOOR PLANS - LEVELS 01 & MEZZANINE OVERALL	7/6/2026	Phase 1C GMP Set
Electrical	1E-101A	FLOOR PLANS - LIGHTING PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-101B	FLOOR PLANS - LIGHTING PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-102A	FLOOR PLANS - LIGHTING PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-102B	FLOOR PLANS - LIGHTING PLAN - MEZZANINE SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-111A	FLOOR PLANS - POWER PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-111B	FLOOR PLANS - POWER PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-112A	FLOOR PLANS - POWER PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-112B	FLOOR PLANS - POWER PLAN - MEZZANINE SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-121A	FLOOR PLANS - MECHANICAL POWER PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-121B	FLOOR PLANS - MECHANICAL POWER PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1E-122A	FLOOR PLANS - MECHANICAL POWER PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Electrical	1E-122B	FLOOR PLANS - MECHANICAL POWER PLAN - MEZZANINE SEGMENT B	7/6/2026	Phase 1C GMP Set
Electrical	1.00E-123	FLOOR PLANS - MECHANICAL POWER PLAN - ROOF	7/6/2026	Phase 1C GMP Set
Electrical	1E-401	ENLARGED ELECTRICAL PLANS	7/6/2026	Phase 1C GMP Set
Electrical	1E-402	ENLARGED ELECTRICAL PLANS	7/6/2026	Phase 1C GMP Set
Electrical	1E-501	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	1E-502	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	1E-503	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	1E-601	ELECRICAL FEEDER SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	1E-602	ELECTRICAL ONE-LINE DIAGRAM	7/6/2026	Phase 1C GMP Set
Electrical	1E-611	LUMINAIRE SCHEDULE	7/6/2026	Phase 1C GMP Set
Electrical	1E-612	MECHANICAL EQUIPMENT CONNECTION SCHEDULE	7/6/2026	Phase 1C GMP Set
Electrical	1E-613	MAINTENANCE EQUIPMENT CONNECTION SCHEDULE	7/6/2026	Phase 1C GMP Set
Electrical	1E-621	PANELBOARD SCHEDULES	7/6/2026	Phase 1C GMP Set

Electrical	1E-622	PANELBOARD SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	1E-623	PANELBOARD SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	1E-701	ENERGY CODE COMPLIANCE	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-001	TELECOMMUNICATIONS GENERAL NOTES AND ABBREVIATIONS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-002	TELECOMMUNICATIONS LEGEND	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-101A	TELECOMMUNICATIONS PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-101B	TELECOMMUNICATIONS PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-102A	TELECOMMUNICATIONS PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-111A	ELECTRONIC SECURITY SYSTEM PLAN - LEVEL 01 SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-111B	ELECTRONIC SECURITY SYSTEM PLAN - LEVEL 01 SEGMENT B	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-112A	ELECTRONIC SECURITY SYSTEM PLAN - MEZZANINE SEGMENT A	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-401	ENLARGED TELECOMMUNICATIONS ROOMS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-501	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-502	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-601	TELECOMMUNICATIONS RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-602	ACCESS CONTROL RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	1T-603	TELECOMMUNICATIONS CCTV RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Equipment	1Q-001	EQUIPMENT SCHEDULE AND NOTES	7/6/2026	Phase 1C GMP Set
Equipment	1Q-101	OVERALL EQUIPMENT LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-101A	EQUPMENT LAYOUT PLAN - LEVEL 01 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1Q-101B	EQUIPMENT LAYOUT PLAN - LEVEL 01 AREA B	7/6/2026	Phase 1C GMP Set
Equipment	1Q-102A	EQUIPMENT LAYOUT PLAN - LEVEL 02 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1Q-301	EQUIPMENT SECTIONS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-302	EQUIPMENT SECTIONS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-401	EQUIPMENT ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-501	EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Equipment	1Q-800	SIGNAGE & STRIPING NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Equipment	1Q-801	OVERALL SIGNAGE & STRIPING LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-801A	SIGNAGE & STRIPING LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-801B	SIGNAGE & STRIPING LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1Q-802A	SIGNAGE & STRIPING LEVEL 02 LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1QS-001	SERVICE EQUIPMENT NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Equipment	1QS-101	OVERALL SERVICE EQUIPMENT LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	1QS-101A	SERVICE EQUIPMENT LAYOUT PLAN - LEVEL 01 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1QS-101B	SERVICE EQUIPMENT LAYOUT PLAN - LEVEL 01 AREA B	7/6/2026	Phase 1C GMP Set
Equipment	1QS-102A	SERVICE EQUIPMENT LAYOUT PLAN - LEVEL 02 AREA A	7/6/2026	Phase 1C GMP Set
Equipment	1QS-301	SERVICE EQUIPMENT SECTIONS	7/6/2026	Phase 1C GMP Set
Equipment	1QS-401	SERVICE EQUIPMENT ENLARGED PLANS	7/6/2026	Phase 1C GMP Set
Equipment	1QS-501	SERVICE EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Equipment	1QS-502	SERVICE EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA001	FIRE ALARM GENERAL NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA101	FIRE ALARM FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA102	FIRE ALARM FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA201	FIRE ALARM FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FA501	FIRE ALARM RISER DIAGRAM & OPERATIONAL MATRIX	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX001	FIRE SUPPRESSION GENERAL NOTES & LEGEND	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX101	FIRE SUPPRESSION FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX102	FIRE SUPPRESSION FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX201	FIRE SUPPRESSION FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Fire Protection	1FX501	FIRE SUPPRESSION DETAILS	7/6/2026	Phase 1C GMP Set
Interiors	1I-101	FINISH FLOOR PLANS - LEVEL 01 & MEZZANINE (OVERALL)	7/6/2026	Phase 1C GMP Set
Interiors	1I-102	FINISH FLOOR PLANS - LEVEL 01 ENLARGED	7/6/2026	Phase 1C GMP Set
Interiors	1I-131	ROOM FINISH SCHEDULE & GENERAL NOTES	7/6/2026	Phase 1C GMP Set
Interiors	1I-201	SIGNAGE PLAN - LEVEL 01	7/6/2026	Phase 1C GMP Set
Interiors	1I-202	SIGNAGE PLAN - LEVEL 01 ENLARGED	7/6/2026	Phase 1C GMP Set
Interiors	1I-231	SIGNAGE SCHEDULE AND DETAILS	7/6/2026	Phase 1C GMP Set
Interiors	1I-301	FURNITURE PLAN - LEVEL 01	7/6/2026	Phase 1C GMP Set
Interiors	1I-302	FURNITURE PLAN - LEVEL 01 ENLARGED	7/6/2026	Phase 1C GMP Set

ENUMERATION OF DOCUMENTS - WASH BUILDING

Discipline	Drawing N	Drawing Title	Drawing Date	Set Name
General	2G-001	COVER SHEET	7/6/2026	Phase 1C GMP Set
General	2G-002	SHEET INDEX	7/6/2026	Phase 1C GMP Set
General	2G-004	BUILDING CODE SUMMARY	7/6/2026	Phase 1C GMP Set
General	2G-101	LIFE SAFETY PLAN	7/6/2026	Phase 1C GMP Set
Structural	2S-001	DESIGN CRITERIA AND GENERAL NOTES 7/14/26	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-002	UPLIFT DIAGRAMS AND FOUNDATION DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-101	FOUNDATION AND SLAB PLAN	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-102	ROOF FRAMING PLAN 7/14/26	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-201	FOUNDATION SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-301	TILT-UP PANEL SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-302	TILT-UP PANEL SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-303	STRUCTURAL PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-304	STRUCTURAL PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-305	STRUCTURAL PANEL ELEVATIONS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-401	ROOF FRAMING SECTIONS AND DETAILS	7/6/2026	Phase 1C GMP Addendum 01
Structural	2S-402	ROOF FRAMING SECTIONS AND DETAILS 7/14/26	7/6/2026	Phase 1C GMP Addendum 01
Architectural	2A-101	FLOOR PLAN	7/6/2026	Phase 1C GMP Set
Architectural	2A-131	REFLECTED CEILING PLAN	7/6/2026	Phase 1C GMP Set
Architectural	2A-151	ROOF PLAN & DETAILS	7/6/2026	Phase 1C GMP Set
Architectural	2A-201	EXTERIOR ELEVATIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-301	BUILDING SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-351	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-352	WALL SECTIONS	7/6/2026	Phase 1C GMP Set
Architectural	2A-601	DOOR SCHEDULE & DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	2M-001	MECHANICAL GENERAL NOTES AND DESIGN CRITERIA	7/6/2026	Phase 1C GMP Set
Mechanical	2M-002	MECHANICAL ABBREVIATIONS AND LEGENDS	7/6/2026	Phase 1C GMP Set
Mechanical	2M-101	MECHANICAL HVAC PLAN LEVEL 1	7/6/2026	Phase 1C GMP Set
Mechanical	2M-102	MECHANICAL HVAC ROOF PLAN	7/6/2026	Phase 1C GMP Set
Mechanical	2M-501	MECHANICAL DETAILS	7/6/2026	Phase 1C GMP Set
Mechanical	2M-601	MECHANICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Plumbing	2P-001	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND LEGENDS	7/6/2026	Phase 1C GMP Set
Plumbing	2P-101	PLUMBING PLAN LEVEL 1	7/6/2026	Phase 1C GMP Set
Plumbing	2P-901	PLUMBING RISER DIAGRAMS	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-01	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-02	ELECTRICAL LEGEND	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-101	LIGHTING PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-111	POWER PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-121	MECHANICAL POWER PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2.00E-122	MECHANICAL POWER ROOF PLAN	7/6/2026	Phase 1C GMP Set
Electrical	2E-501	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	2E-502	ELECTRICAL DETAILS	7/6/2026	Phase 1C GMP Set
Electrical	2E-601	FEEDER SCHEDULES & ONE-LINE DIAGRAM	7/6/2026	Phase 1C GMP Set
Electrical	2E-612	ELECTRICAL SCHEDULES	7/6/2026	Phase 1C GMP Set
Electrical	2E-701	ENERGY CODE COMPLIANCE	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-001	TELECOMMUNICATIONS GENERAL NOTES, ABBREVIATIONS & LEGEND	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-101	TELECOMMUNICATIONS PLAN	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-111	ELECTRONIC SECURITY SYSTEM PLAN	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-501	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-502	TELECOMMUNICATIONS DETAILS	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-601	TELECOMMUNICATIONS RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-602	ACCESS CONTROL RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Telecommunications	2T-603	TELECOMMUNICATIONS CCTV RISER DIAGRAM	7/6/2026	Phase 1C GMP Set
Equipment	2Q-001	EQUIPMENT SCHEDULE AND NOTES	7/6/2026	Phase 1C GMP Set
Equipment	2Q-101	EQUIPMENT LAYOUT PLAN - WASH - LEVEL 01	7/6/2026	Phase 1C GMP Set
Equipment	2Q-501	EQUIPMENT DETAILS	7/6/2026	Phase 1C GMP Set
Equipment	2Q-800	SIGNAGE & STRIPING WASH LAYOUT PLAN	7/6/2026	Phase 1C GMP Set
Equipment	2QS-200	SERVICE EQUIPMENT LAYOUT PLAN - WASH BUILDING	7/6/2026	Phase 1C GMP Set

ENUMERATION OF DOCUMENTS - SITE				
Discipline	**Drawing No.**	**Drawing Title**	**Drawing Date**	**Set Name**
General	G-001	COVER SHEET - PHASE 1	2/4/2025	Site Development Permit Set
General	G-002	SHEET INDEX- PHASE 1	2/4/2025	Site Development Permit Set
Civil	C01	COVER SHEET	1/27/2025	Site Development Permit Set
Civil	C02	GENERAL NOTES	1/27/2025	Site Development Permit Set
Civil	C03	AERIAL PLAN	1/27/2025	Site Development Permit Set
Civil	C04	EXISTING CONDITIONS	1/27/2025	Site Development Permit Set
Civil	C05.0	OVERALL SITE PLAN PHASE 1	1/27/2025	Site Development Permit Set
Civil	C05.1	SITE PLAN 1	1/27/2025	Site Development Permit Set
Civil	C05.2	SITE PLAN 2	1/27/2025	Site Development Permit Set
Civil	C05.3	STRIPING AND SIGNAGE PLAN	6/25/2025	RFI PB-19
Civil	C05.4	STRIPING AND AND SIGNAGE PLAN	6/25/2025	RFI PB-19
Civil	C05.5	JOINTING PLAN	8/6/2025	RFI-17 - Jointing Plan
Civil	C05.6	JOINTING PLAN	8/6/2025	RFI-17 - Jointing Plan
Civil	C06.0	MASTER PAVING, GRADING, AND DRAINAGE PLAN	1/27/2025	Site Development Permit Set
Civil	C06.1	PAVING, GRADING, AND DRAINAGE PLAN 1	1/27/2025	Site Development Permit Set
Civil	C06.2	PAVING, GRADING, AND DRAINAGE PLAN 2	1/27/2025	Site Development Permit Set
Civil	C06.3	TYPICAL CROSS SECTIONS	1/27/2025	Site Development Permit Set
Civil	C06.4	TYPICAL CROSS SECTIONS	1/27/2025	Site Development Permit Set
Civil	C06.5	TYPICAL CROSS SECTIONS	1/27/2025	Site Development Permit Set
Civil	C06.6	PLAN AND PROFILE	1/27/2025	Site Development Permit Set
Civil	C06.7	PLAN AND PROFILE	1/27/2025	Site Development Permit Set
Civil	C06.8	PLAN AND PROFILE	1/27/2025	Site Development Permit Set
Civil	C.06.10	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.11	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.12	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.13	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C.06.14	STORM PROFILES	7/30/2025	RFI-15 - Utility Profiles
Civil	C07.0	EROSION AND SEDIMENT CONTROL PLAN	1/27/2025	Site Development Permit Set
Civil	C8.0	GENERAL DETAILS	1/27/2025	Site Development Permit Set
Civil	C8.1	DRAINAGE DETAILS	1/27/2025	Site Development Permit Set
Civil	C.08.2	GENERAL DETAILS	12/9/2025	RFI-21
Civil	C.08.3	GENERAL DETAILS	6/25/2025	RFI PB-19
Civil	C.08.4	GENERAL DETAILS	6/25/2025	RFI PB-19
Civil	C.08.5	GENERAL DETAILS	6/25/2025	RFI PB-19
Civil	C.08.6	GENERAL DETAILS	8/6/2025	RFI-17 - Jointing Plan
Civil	C.08.7	GENERAL DETAILS	8/6/2025	ASI 03
Civil	C09.0	UTILITY PLAN	9/26/2025	ASI 04 - Phase 1A
Civil	C09.0-Hydrant	UTILITY PLAN	1/27/2025	Site Development Permit Set
Civil	C09.1	UTILITY PLAN	7/2/2025	ASI 01 Rev 2
Civil	C09.1-Hydrant	UTILITY PLAN	1/27/2025	Site Development Permit Set
Civil	C.10.0	WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.10.1	WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.10.2	WATER NOTES AND DETAILS	7/2/2025	ASI 01 Rev 2
Civil	C.11.0	WASTE WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.11.1	WASTE WATER NOTES AND DETAILS	1/27/2025	Site Development Permit Set
Civil	C.12.0	LIFT STATION DETAILS	1/27/2025	Site Development Permit Set
Civil	C.12.1	LIFT STATION DETAILS	1/27/2025	Site Development Permit Set
Civil	C13.0	FIRE APPARATUS AUTOTURN EXHIBIT	1/27/2025	Site Development Permit Set
Landscape	IR101	DELEGATED IRRIGATION PLAN	7/6/2026	Phase 1C GMP Set
Landscape	IR102	DELEGATED IRRIGATION PLAN	7/6/2026	Phase 1C GMP Set
Landscape	L-001	LANDSCAPE GENERAL NOTES	7/6/2026	Phase 1C GMP Set
Landscape	L-501	LANDSCAPE DETAILS	7/6/2026	Phase 1C GMP Set
Landscape	LP100	LANDSCAPE PLAN - OVERALL	7/6/2026	Phase 1C GMP Set
Landscape	LP101	LANDSCAPE PLAN	7/6/2026	Phase 1C GMP Set
Landscape	LP102	LANDSCAPE PLAN	7/6/2026	Phase 1C GMP Set
Electrical	E-001	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	6/12/2024	100% Construction Documents
Electrical	E-002	ELECTRICAL LEGEND	6/12/2024	100% Construction Documents
Electrical	E-501	ELECTRICAL DETAILS	6/12/2024	100% Construction Documents
Electrical	ES001	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS	8/16/2024	100% Construction Documents - Updated
Electrical	ES002	ELECTRICAL LEGEND	8/16/2024	100% Construction Documents - Updated
Electrical	ES100	OVERALL ELECTRICAL SITE PLAN	2/4/2025	Site Development Permit Set
Electrical	ES100G	OVERALL SITE	1/27/2025	Site Development Permit Set
Electrical	ES101	WASH BUILDING - LIGHTING AND POWER SITE PLAN	5/15/2025	ASI 02
Electrical	ES101G	WASH BUILDING - PHOTOMETRICS	1/27/2025	Site Development Permit Set
Electrical	ES102	MAINTENANCE BUILDING- LIGHTING AND POWER SITE PLAN	8/6/2025	ASI 03

Electrical	ES102G	BUILDING - PHOTOMETRICS	1/27/2025	Site Development Permit Set
Electrical	ES103	FUELING- LIGHTING AND POWER SITE PLAN	9/26/2025	ASI 04 - Phase 1A
Electrical	ES103G	FUELING - PHOTOMETRICS	1/27/2025	Site Development Permit Set
Electrical	ES501	ELECTRICAL DETAILS	2/4/2025	Site Development Permit Set
Telecommunications	T-001	TELECOMMUNICATIONS GENERAL NOTES, ABBREVIATIONS & LEGEND	6/12/2024	100% Construction Documents
Telecommunications	T-501	TELECOMMUNICATIONS DETAILS	6/12/2024	100% Construction Documents
Telecommunications	T-502	TELECOMMUNICATIONS DETAILS	1/24/2024	90% Construction Documents
Telecommunications	TS100	OVERALL TELECOMMUNICATIONS SITE PLAN	1/27/2025	Site Development Permit Set
Telecommunications	TS101	WASH BUILDING - TELECOMMUNICATIONS SITE PLAN	8/6/2025	ASI 03
Telecommunications	TS102	MAINTENANCE BUILDING - TELECOMMUNICATIONS SITE PLAN	9/26/2025	ASI 04 - Phase 1A
Telecommunications	TS103	FUELING - TELECOMMUNICATIONS SITE PLAN	9/26/2025	ASI 04 - Phase 1A
Telecommunications	TS501	TELECOMMUNICATIONS DETAILS	9/26/2025	ASI 04 - Phase 1A

ENUMERATION OF DOCUMENTS - PROJECT SPECIFICATIONS				
Division	**Number**	**Description**	**Issued Date**	**Set**
00 - Procurement and Contracting Requirements	00 01 10	Table of Contents	7/6/2026	Phase 1C GMP
01 - General Requirements	01 81 13	SUSTAINABLE CONSTRUCTION REQUIREMENTS Pt. 1	7/6/2026	Phase 1C GMP
01 - General Requirements	01 90 00	Geotechnical Report	4/30/2025	100% GMP Set
01 - General Requirements	01 91 00	Commissioning	7/6/2026	Phase 1C GMP
01 - General Requirements	01 35 46	Indoor Air Quality Management	7/6/2026	Phase 1C GMP
01 - General Requirements	01 40 00	Quality Requirements	2/23/2024	Project Manual - 90% Documents
01 - General Requirements	01 73 80	Site Waste Management Program	7/6/2026	Phase 1C GMP
02 - Existing Conditions	02 24 23	Chemical Sampling and Analysis of Soils	4/30/2025	100% GMP Set
03 - Concrete	03 30 00	Cast-in-Place Concrete	4/30/2025	100% GMP Set
03 - Concrete	03 47 13	TILIT-UP CONCRETE	7/6/2026	Phase 1C GMP
04 - Masonry	04 20 00	UNIT MASONRY	7/6/2026	Phase 1C GMP
05 - Metals	05 21 00	STEEL JOIST FRAMING	7/6/2026	Phase 1C GMP
05 - Metals	05 31 00	STEEL DECKING	7/6/2026	Phase 1C GMP
05 - Metals	05 12 00	Structural Steel Framing	7/6/2026	Phase 1C GMP
05 - Metals	05 50 00	METAL FABRICATIONS	7/6/2026	Phase 1C GMP
05 - Metals	05 51 13	METAL PAN STAIRS	7/6/2026	Phase 1C GMP
05 - Metals	05 51 19	METAL GRATING STAIRS	7/6/2026	Phase 1C GMP
05 - Metals	05 52 13	PIPE AND TUBE RAILINGS	7/6/2026	Phase 1C GMP
06 - Wood, Plastics, and Composites	06 10 00	ROUGH CARPENTRY	7/6/2026	Phase 1C GMP
06 - Wood, Plastics, and Composites	06 42 19	PLASTIC-LAMINATE-FACED WOOD PANELING	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 21 00	THERMAL INSULATION	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 41 13	Metal Roof Panels	4/30/2025	100% GMP Set
07 - Thermal and Moisture Protection	07 41 13.16	Standing-Seam Metal Roof Panels	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 42 13	Metal Wall Panels		100% GMP Set
07 - Thermal and Moisture Protection	07 42 13.19	Insulated Metal Wall Panels	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 54 23	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 62 00	SHEET METAL FLASHING AND TRIM	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 71 00	ROOF SPECIALTIES	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 72 00	ROOF ACCESSORIES	7/6/2026	Phase 1C GMP
07 - Thermal and Moisture Protection	07 92 00	JOINT SEALANTS	7/6/2026	Phase 1C GMP
08 - Openings	08 45 23	INSULATED TRANSLUCENT FIBERGLASS SANDWICH PANEL	7/6/2026	Phase 1C GMP
08 - Openings	08 11 13	HOLLOW METAL DOORS AND FRAMES	7/6/2026	Phase 1C GMP
08 - Openings	08 14 16	FLUSH WOOD DOORS	7/6/2026	Phase 1C GMP
08 - Openings	08 33 23	OVERHEAD COILING DOORS	7/6/2026	Phase 1C GMP
08 - Openings	08 36 13	SECTIONAL DOORS	4/30/2025	100% GMP Set
08 - Openings	08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	7/6/2026	Phase 1C GMP
08 - Openings	08 71 00	DOOR HARDWARE	7/6/2026	Phase 1C GMP
08 - Openings	08 80 00	GLAZING	7/6/2026	Phase 1C GMP
08 - Openings	08 91 19	FIXED LOUVERS	7/6/2026	Phase 1C GMP
09 - Finishes	09 22 16	NON-STRUCTURAL METAL FRAMING	7/6/2026	Phase 1C GMP
09 - Finishes	09 29 00	GYPSUM BOARD	7/6/2026	Phase 1C GMP
09 - Finishes	09 30 13	CERAMIC TILING	7/6/2026	Phase 1C GMP
09 - Finishes	09 51 23	ACOUSTICAL TILE CEILINGS	7/6/2026	Phase 1C GMP
09 - Finishes	09 54 26	SUSPENDED WOOD CEILINGS	7/6/2026	Phase 1C GMP
09 - Finishes	09 65 13	RESILIENT BASE AND ACCESSORIES	7/6/2026	Phase 1C GMP
09 - Finishes	09 65 19	RESILIENT TILE FLOORING	7/6/2026	Phase 1C GMP
09 - Finishes	09 67 23	RESINOUS FLOORING	7/6/2026	Phase 1C GMP
09 - Finishes	09 68 13	TILE CARPETING	7/6/2026	Phase 1C GMP
09 - Finishes	09 91 23	INTERIOR PAINTING	7/6/2026	Phase 1C GMP
09 - Finishes	09 96 00	HIGH-PERFORMANCE COATINGS	7/6/2026	Phase 1C GMP
10 - Specialties	10 56 00	STORAGE EQUIPMENT	7/6/2026	Phase 1C GMP
10 - Specialties	10 21 13	Toilet Compartments		100% GMP Set
10 - Specialties	10 21 13.19	Plastic Toilet Compartments	7/6/2026	Phase 1C GMP
10 - Specialties	10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	7/6/2026	Phase 1C GMP
10 - Specialties	10 44 13	FIRE PROTECTION CABINETS	7/6/2026	Phase 1C GMP
10 - Specialties	10 44 16	FIRE EXTINGUISHERS	7/6/2026	Phase 1C GMP
10 - Specialties	10 73 00	OVERHEAD SUPPORTED ALUMINUM CANOPY	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 00	VEHICLE SERVICE EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 13	COMPRESSED AIR VEHICLE SERVICE EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 26	VEHICLE WASH EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 29	VEHICLE SHOP EQUIPMENT	7/6/2026	Phase 1C GMP
11 - Equipment	11 11 40	RELOCATION OF EXISTING EQUIPMENT DIRECTIVES	7/6/2026	Phase 1C GMP
11 - Equipment	11 24 19	VACUUM EQUIPMENT	7/6/2026	Phase 1C GMP
12 - Furnishings	12 24 13	ROLLER WINDOW SHADES	7/6/2026	Phase 1C GMP
12 - Furnishings	12 36 61	Simulated Stone Countertops		100% GMP Set
12 - Furnishings	12 36 61.16	Solid Surfacing Countertops	7/6/2026	Phase 1C GMP
12 - Furnishings	12 36 61.19	Quartz Agglomerate Countertops	7/6/2026	Phase 1C GMP
13 - Special Construction	13 12 50	METAL BUILDING SYSTEMS	7/6/2026	Phase 1C GMP
13 - Special Construction	13 12 50.R1	METAL BUILDING SYSTEMS R1	4/30/2025	100% GMP Set
14 - Conveying Equipment	14 45 00	VEHICLE LIFTS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 23	GENERAL-DUTY VALVES FOR WATER-BASED FIRE-SUPPRESSION PIPING	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 29	HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 05 53	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 11 19	FIRE DEPARTMENT CONNECTIONS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	21 13 13	WET-PIPE SPRINKLER SYSTEMS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	211316	DRY-PIPE SPRINKLER SYSTEMS	7/6/2026	Phase 1C GMP
21 - Fire Suppression	213113	ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS	7/6/2026	Phase 1C GMP
22 - Plumbing	220500	COMMON WORK RESULTS FOR PLUMBING	7/6/2026	Phase 1C GMP

22 - Plumbing	220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	7/6/2026	Phase 1C GMP
22 - Plumbing	220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
22 - Plumbing	220548	Vibration and Seismic Controls for Plumbing Piping and Equipment	4/30/2025	100% GMP Set
22 - Plumbing	220548.13	Vibration Controls for Plumbing Piping and Equipment	7/6/2026	Phase 1C GMP
22 - Plumbing	220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
22 - Plumbing	220593	TESTING, ADJUSTING, AND BALANCING FOR PLUMBING	7/6/2026	Phase 1C GMP
22 - Plumbing	220719	PLUMBING PIPING INSULATION	7/6/2026	Phase 1C GMP
22 - Plumbing	221116	DOMESTIC WATER PIPING	7/6/2026	Phase 1C GMP
22 - Plumbing	221119	DOMESTIC WATER PIPING SPECIALTIES	7/6/2026	Phase 1C GMP
22 - Plumbing	221123	Domestic Water Pumps		100% GMP Set
22 - Plumbing	221123.21	Inline, Domestic Water Pumps	7/6/2026	Phase 1C GMP
22 - Plumbing	221316	SANITARY WASTE AND VENT PIPING	7/6/2026	Phase 1C GMP
22 - Plumbing	221319	SANITARY WASTE PIPING SPECIALTIES	7/6/2026	Phase 1C GMP
22 - Plumbing	221319.13	Sanitary Drains	7/6/2026	Phase 1C GMP
22 - Plumbing	223300	ELECTRIC, DOMESTIC-WATER HEATERS	7/6/2026	Phase 1C GMP
22 - Plumbing	223400	FUEL-FIRED, DOMESTIC-WATER HEATERS	7/6/2026	Phase 1C GMP
22 - Plumbing	224200	COMMERCIAL PLUMBING FIXTURES	7/6/2026	Phase 1C GMP
22 - Plumbing	224500	EMERGENCY PLUMBING FIXTURES	7/6/2026	Phase 1C GMP
22 - Plumbing	224700	DRINKING FOUNTAINS AND WATER COOLERS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230500	COMMON WORK RESULTS FOR HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230548	Vibration and Seismic Controls for HVAC		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230548.13	Vibration Controls for HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230713	DUCT INSULATION	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230716	HVAC EQUIPMENT INSULATION	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230719	HVAC PIPING INSULATION	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923.19	Moisture Instruments	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923.23	Pressure Instruments	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230923.27	Temperature Instruments	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	231123	FACILITY NATURAL-GAS PIPING	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	232300	REFRIGERANT PIPING	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233113	METAL DUCTS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233300	AIR DUCT ACCESSORIES	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233346	FLEXIBLE DUCTS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233400	HVAC FANS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233439	HIGH-VOLUME, LOW-SPEED FANS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233600	AIR TERMINAL UNITS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713	Diffusers, Registers, and Grilles		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713.13	Air Diffusers	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713.23	Registers and Grilles	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235123	GAS VENTS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235523	Gas-Fired Radiant Heaters		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235523.13	Low-Intensity, Gas-Fired, Radiant Heaters	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	237416.11	Packaged, Small-Capacity, Rooftop Air-Conditioning Units	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238126	SPLIT-SYSTEM AIR-CONDITIONERS	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238126.1	Ductless Split Systems	7/6/2026	Phase 1C GMP
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238239	Unit Heaters		100% GMP Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238239.19	Wall and Ceiling Unit Heaters	7/6/2026	Phase 1C GMP
26 - Electrical	260010	SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL	7/6/2026	Phase 1C GMP
26 - Electrical	260011	FACILITY PERFORMANCE REQUIREMENTS FOR ELECTRICAL	7/6/2026	Phase 1C GMP
26 - Electrical	260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	7/6/2026	Phase 1C GMP
26 - Electrical	260523	Control-Voltage Electrical Power Cables		100% GMP Set
26 - Electrical	260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260533	Raceway and Boxes for Electrical Systems	4/30/2025	100% GMP Set
26 - Electrical	260533.13	Conduits for Electrical Systems	7/6/2026	Phase 1C GMP
26 - Electrical	260533.16	BOXES AND COVERS FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	7/6/2026	Phase 1C GMP
26 - Electrical	260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	7/6/2026	Phase 1C GMP
26 - Electrical	260923	LIGHTING CONTROL DEVICES	7/6/2026	Phase 1C GMP
26 - Electrical	262416	PANELBOARDS	7/6/2026	Phase 1C GMP
26 - Electrical	262726	WIRING DEVICES	7/6/2026	Phase 1C GMP
26 - Electrical	262813	FUSES	7/6/2026	Phase 1C GMP
26 - Electrical	262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	7/6/2026	Phase 1C GMP
26 - Electrical	262913	Enclosed Controllers		100% GMP Set
26 - Electrical	262913.03	Manual and Magnetic Motor Controllers	7/6/2026	Phase 1C GMP
26 - Electrical	262933	CONTROLLERS FOR FIRE PUMP DRIVERS	7/6/2026	Phase 1C GMP
26 - Electrical	263213	Engine Generators		100% GMP Set
26 - Electrical	263213.16	Gas Engine Driven Generators Sets	7/6/2026	Phase 1C GMP
26 - Electrical	263343	BATTERY CHARGERS	7/6/2026	Phase 1C GMP
26 - Electrical	263600	TRANSFER SWITCHES	7/6/2026	Phase 1C GMP
26 - Electrical	264113	LIGHTNING PROTECTION FOR STRUCTURES	7/6/2026	Phase 1C GMP
26 - Electrical	264313	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	7/6/2026	Phase 1C GMP
26 - Electrical	265119	LED INTERIOR LIGHTING	7/6/2026	Phase 1C GMP
26 - Electrical	265213	EMERGENCY AND EXIT LIGHTING	7/6/2026	Phase 1C GMP
26 - Electrical	265619	LED EXTERIOR LIGHTING	7/6/2026	Phase 1C GMP
27 - Communications	27 11 19	COMMUNICATIONS TERMINATIONS BLOCKS AND PATCH PANELS	4/30/2025	100% GMP Set
27 - Communications	27 11 26	COMMUNICATIONS RACK MOUNTED POWER DISTRIBUTION	4/30/2025	100% GMP Set

27 - Communications	270000	Communications	4/30/2025	100% GMP Set
27 - Communications	270010	SUPPLEMENTAL REQUIREMENTS FOR COMMUNICATIONS	7/6/2026	Phase 1C GMP
27 - Communications	270500	COMMON WORK RESULTS FOR COMMUNICATIONS SYSTEMS	4/30/2025	100% GMP Set
27 - Communications	270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270529	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270543	UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270544	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING	7/6/2026	Phase 1C GMP
27 - Communications	270553	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	7/6/2026	Phase 1C GMP
27 - Communications	270800	COMMISSIONING OF COMMUNICATIONS SYSTEMS	4/30/2025	100% GMP Set
27 - Communications	271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	7/6/2026	Phase 1C GMP
27 - Communications	271113	COMMUNICATIONS ENTRANCE PROTECTION	4/30/2025	100% GMP Set
27 - Communications	271116	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	7/6/2026	Phase 1C GMP
27 - Communications	271123	COMMUNICATIONS CABLE MANAGEMENT AND LADDER RACK	4/30/2025	100% GMP Set
27 - Communications	271313	COMMUNICATIONS COPPER BACKBONE CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271323	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271513	COMMUNICATIONS COPPER HORIZONTAL CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271523	COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING	7/6/2026	Phase 1C GMP
27 - Communications	271543	COMMUNICATIONS FACEPLATES AND CONNECTORS	4/30/2025	100% GMP Set
27 - Communications	271619	COMMUNICATIONS PATCH CORDS AND WORKSTATION CORDS	4/30/2025	100% GMP Set
27 - Communications	272133	DATA COMMUNICATIONS WIRELESS ACCESS POINTS	4/30/2025	100% GMP Set
27 - Communications	274100	Audio-Video Systems	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280000	Electronic Safety and Security	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280500	Common Work Results for Electronic Safety and Security	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280513	CONDUCTIORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	280800	COMMISSIONING OF ELECTRONIC SAFETY AND SECURITY SYSTEMS	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	281300	ACCESS CONTROL	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	282300	CCTV AND VIDEO SURVEILLANCE	4/30/2025	100% GMP Set
28 - Electronic Safety and Security	284621.11	Addressable Fire-Alarm Systems	7/6/2026	Phase 1C GMP
28 - Electronic Safety and Security	285500	FIRE STATION ALERTING SYSTEM	4/30/2025	100% GMP Set
32 - Exterior Improvements	32 9200	TURF AND LAWN GRASSES	7/6/2026	Phase 1C GMP
32 - Exterior Improvements	323113	Chain Link Fences and Gates	9/27/2024	Fence Spec
32 - Exterior Improvements	328400	PLANTING IRRIGATION	7/6/2026	Phase 1C GMP
32 - Exterior Improvements	329300	PLANTS	7/6/2026	Phase 1C GMP
33 - Utilities	330010	FDOT Details	8/28/2024	100% S&S
33 - Utilities	330020	CoPC - Standard IT Construction Details	7/6/2026	Phase 1C GMP
33 - Utilities	335000	FUELING SYSTEM – BASIC MECHANICAL REQUIREMENTS	7/6/2026	Phase 1C GMP
33 - Utilities	335050	FUELING SYSTEM – ABOVEGROUND STORAGE TANKS	7/6/2026	Phase 1C GMP
33 - Utilities	335060	FUELING SYSTEM – PIPE AND FITTINGS	7/6/2026	Phase 1C GMP
33 - Utilities	335065	FUELING SYSTEM – COATINGS	7/6/2026	Phase 1C GMP
33 - Utilities	335100	FUELING SYSTEM – VALVES	7/6/2026	Phase 1C GMP
33 - Utilities	335140	FUELING SYSTEM – PUMPS	7/6/2026	Phase 1C GMP
33 - Utilities	335170	FUELING SYSTEM – GAUGES AND EQUIPMENT	7/6/2026	Phase 1C GMP
40 - Process Interconnections	40 22 16	LUBRICATING OILS PROCESS PIPING	7/6/2026	Phase 1C GMP
41 - Material Processing and Handling Equipment	41 22 00	CRANES AND HOISTS	7/6/2026	Phase 1C GMP
Appendix A	See 330020	CoPC IT Construction Design and Speficiation Standards	7/6/2026	Phase 1C GMP

SECTION 3

- **Cost Details:**
  - **Trade Contractor Bid Leveling/Comparisons – Recommendation to Award (RTA):**
    - 01A Materials Testing
    - 01B Building Envelope Consultant & Testing
    - 01C Final Cleaning
    - 03A Cast-In-Place & Tilt-Up Concrete
    - 04A Masonry
    - 05A Structural Steel & Misc. Metals
    - 06A Architectural Millwork
    - 07A Roofing
    - 07B Waterproofing
    - 07C Spray-Foam Insulation
    - 08A Doors, Frames, & Hardware
    - 08B.1 Aluminum Storefront, Curtain Wall, Glass, & Glazing
    - 08B.2 Amico Mesh Screen
    - 08C Overhead Coiling Doors
    - 09A General Trades / Drywall, Framing, & ACT
    - 09B.1 Flooring
    - 09B.2 Sealed & Polished Concrete
    - 09C Painting
    - 10A Specialties & Window Treatments
    - 10B Signage
    - 10C Aluminum Canopies
    - 11A Maintenance & Wash Equipment
    - 13A Pre-Engineered Metal Building
    - 21A Fire Suppression
    - 22A Plumbing
    - 23A HVAC & Controls
    - 26A Electrical & Fire Alarm

        - 27A Tel/Data, Audio Visual, & Security (Included in 26A)
        - 32B Landscape & Irrigation
        - 32C Fence & Gates
        - 48A Photovoltaic Solar Equipment
- General Conditions
        - Construction Staffing
        - Construction Site Services & Craft Labor (Next 150)
- Owner Allowances
- Trade Allocations
- Builder's Risk Insurance Quote

Gilbane

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

Trade Contractor Quote Date	7/30/26	Legacy			Meskel & Associates Engineering			Terracon			ECS Florida LLC		
		(954) 938-0028											
Gilbane Team Member Responsible for Scope	Berat Akkaya	Thomas Benghani			Phillip H. Harbison, Jr.			Thiago Faria			Victor Faltas		
E-mail Address	Bakkaya@gilbaneco.com	agtom@aol.com											
Phone Number	(904)200-8204												
Bid Package 01A	**Materials Testing**	$ 59,888			$ 162,350			$ 140,340			$ 64,023		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements													
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	Screens & Polycarbonate	Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Y	Included		Y	Included		Y	Included		Y	Included	
Delegated Design		Y	Included		Y	Included		Y	Included		Y	Included	
Contract Documents		Y	Included		Y	Included		Y	Included		Y	Included	
General Requirements		Y	Included		Y	Included		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included		Y	Included		Y	Included	
Schedule		Y	Included		Y	Included		Y	Included		Y	Included	
Logistics		Y	Included		Y	Included		Y	Included		Y	Included	
Mockup		Y	Included		Y	Included		Y	Included		Y	Included	
		Y	Included		Y	Included		Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included		Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included		Y	Included		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included		Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included		Y	Included		Y	Included	
Trade Specific Scope													
Drawing or Specification # and Detail	**Description:**												
This Agreement shall include, but not be limited to:													
Specific Scope of Work													
Scope Item #1	1. Provide all testing related to the sitework scope of work, inclusive of: soil proctors, densities, concrete cylinders for paving and sidewalks.												
Additional Scope Clarifications													
		$ 59,888			$ 162,350			$ 140,340			$ 64,023		
		$ -			$ -			$ -			$ -		
		$ -			$ -			$ -			$ -		
		$ -			$ -			$ -			$ -		
		$ -			$ -			$ -			$ -		
		$ 59,888			**$ 162,350**			**$ 140,340**			**$ 64,023**		

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

Trade Contractor Quote Date	7/30/26	
Gilbane Team Member Responsible for Scope	Berat Akkaya	Gale Associates
E-mail Address	Bakkaya@gilbaneco.com	407-599-7031
Phone Number	(904)200-8204	Alan Craigo
		asc@gainc.com
		$ 57,400

Bid Package 01B	Building Envelope Consultant	Y/N/C/A/CA	Value ($)	Comments
General Project Requirements				
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included	
BIM participation and Execution plan		Y	Included	
Delegated Design		Y	Included	
Contract Documents		Y	Included	
General Requirements		Y	Included	
Project Manual		Y	Included	
Schedule		Y	Included	
Logistics		Y	Included	
Mockup		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included	
All Addendum Included:	Addendum #1	Y	Included	
All Taxes		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included	
Workers Comp Insurance		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included	
Auto Liability		Y	Included	
Trade Specific Scope				
Drawing or Specification # and Detail	**Description:**			
This Agreement shall include, but not be limited to:				
Specific Scope of Work				
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Building Envelope Consultant and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Y	Included	
Scope Item #2	2. Include Professional Liability Insurance.	Y		
Scope Item #3	**3. Design document review:** Perform one independent third party review of building envelope systems and components in the 100% Construction Documents and specifications. Evaluate	Y		
Scope Item #4	**4. Submittal and shop drawing review:** Review on submission of product data and shop drawings for roofing, storefront, wall	Y		

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26	Gale Associates		
		407-599-7031		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Alan Craigo		
E-mail Address	Bakkaya@gilbaneco.com	asc@gainc.com		
Phone Number	(904)200-8204			
Bid Package 01B	**Building Envelope Consultant**	$		57,400
Scope Item #5	**5. On site coordination meeting:** Conduct one on-site coordination meeting with the building envelope trade contractors, design team, and Gilbane to review the building enclosure systems.	Y		
Scope Item #6	**6. Periodic Inspections:** Perform a minimum of five periodic observation inspections during construction to review compliance with the contract documents. Provide written reports documenting observations and recommended action items. Provide unit cost if additional inspections are necessary.	Y		
Scope Item #7	**7. Perform In-Situ Air & Water Testing:** Conduct a minimum of three performance verification tests on building enclosure system installations. Performance verification testing shall include testing installed fenestration systems for air and water leakage in accordance with the appropriate ASTM standards utilizing calibrated spray rack equipment and interior air pressure chambers. Air and water leakage tests are to be conducted before interior finishes are installed to provide direct examination for detection of leaks during the tests and to enable glazing removal and reinstallation to correction construction deficiencies (if any) in the event of a failure of the test. Provide written test reports documenting the testing results and provide suggestions for acceptance or rejection of fenestration system and/or components. Provide unit cost if additional testing or re-testing is necessary.	Y		
Additional Scope Clarifications				

$	57,400
$	-
$	-
$	-
$	-
$	**57,400**

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

		Custom Building Cleaning Services			Ashford Cleaning Sevices			Gato Cleaning LLC		
Trade Contractor Quote Date	7/30/26									
Gilbane Team Member Responsible for Scope	Berat Akkaya	(954) 938-0028			(904) 396-7090			904-859-5789		
E-mail Address	Bakkaya@gilbaneco.com	Thomas Benghani			Maksim			Eder Bonilla		
Phone Number	(904)200-8204	agtom@aol.com			estimating@ashfordservices.com			info@gatocleaning.com		
Bid Package 01C	**Final Cleaning**	No Bids Received			$ 17,500			$ 23,055		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:					Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:					Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:					Y	Included		Y	Included	
BIM participation and Execution plan					Y	Included		Y	Included	
Delegated Design					Y	Included		Y	Included	
Contract Documents					Y	Included		Y	Included	
General Requirements					Y	Included		Y	Included	
Project Manual					Y	Included		Y	Included	
Schedule					Y	Included		Y	Included	
Logistics					Y	Included		Y	Included	
Mockup					Y	Included		Y	Included	
					Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out				Y	Included		Y	Included	
All Addendum Included:	Addendum #1				Y	Included		Y	Included	
All Taxes					Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.				Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:					Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization				Y	Included		Y	Included	
Workers Comp Insurance					Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance				Y	Included		Y	Included	
Auto Liability					Y	Included		Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. Perform complete all "Final Cleaning" and related work as required by an in accordance with the Conditions of Contract, Drawings, Specifications and elaborations below. The work shall include all labor material, equipment, layout, supervision, temporary, miscellaneous, and related items necessary to complete all of the work.				Y'			Y'		
Scope Item #2	2. Interior and exterior glass cleaning (storefronts, curtain walls, headers, etc.)				Y	Included		Y	Included	
Scope Item #3	3. Razor blades will not be permitted for use on any finished metals or glass on the project.				Y	Included		Y	Included	
Scope Item #4	4. Remove foreign matter, marks, stains, dust, foreign paint, fingerprints, soil and dirt from (and have in a polished condition where applicable) the following: painted,				Y	Included		Y	Included	
Scope Item #5	5. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer. And material as approved by the Arch/Engineer. No acid will be allowed on the project.				Y	Included		Y	Included	
Scope Item #6	6. Remove and discard all existing temporary protection material (tape, plastic, craft paper, etc.) from floors, walls equipment, doors, electrical fixtures, supply air grilles, casework, etc. installed by others.				Y	Included		Y	Included	
Scope Item #7	7. Remove protection covering, clean and sanitize all countertops, appliances, sinks, showers, plumbing fixtures, etc. Remove all debris from garbage disposal. If any				Y	Included		Y	Included	
Scope Item #8	8. Clean all window sills, and door sills.				Y	Included		Y	Included	
Scope Item #9	9. Clean all cabinetry, shelving, and display cases (inside, outside top and bottom) including items such as the shelves, pull drawers, hinges, light-rails, countertops, above				Y	Included		Y	Included	
Scope Item #10	10. Clean and dust all mechanical and electrical equipment in specified rooms and at roof. No water is to be used on this equipment. Wipe down thoroughly all equipment.				Y	Included		Y	Included	
Scope Item #11	11. Pressure washing of the exterior of the building when directed by Gilbane this includes Wash Building and Maintenance Building.				Y	Included		Y	Included	
Scope Item #12	12. Pressure washing of pedestrian sidewalks.				Y	Included		Y	Included	
Scope Item #13	13. This Final cleaning scope to include three (3) mobilizations, Final cleaning scope as defined in this scope. Include rough cleaning of all building interiors as directed by Gilbane prior to substantial completion, and one time touch-up/spot cleaning after final cleaning.				Y	Included		Y	Included	
Additional Scope Clarifications										
					$		17,500	$		23,055
		$		-	$		-	$		-
		$		-	$		-	$		-
		$		-	$		-	$		-
		$		-	$		-	$		-
		$		-	$		17,500	$		23,055

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		VMG Concrete			Genesis			AA Pitman		
Trade Contractor Quote Date	7/30/26	407-462-6192						904-731-8178		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Eric Martinez			Richard Ionadi			Brendan Haverty		
E-mail Address	Bakkaya@gilbaneco.com	eric@vmgconstructioninc10.com			richard@genesisconcretestructures.com			brendan@pittmanconcrete.com		
Phone Number	(904)200-8204									
Bid Package 03A	**Concrete**	$ 5,431,192			$ 3,881,000			$ 5,743,325		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Y	Included		Y	Included		Y	Included	
Delegated Design		Y	Included		Y	Included		Y	Included	
Contract Documents		Y	Included		Y	Included		Y	Included	
General Requirements		Y	Included		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included		Y	Included	
Schedule		Y	Included	5-6 weeks+ to lifting and bracing	Y	Included		Y	Included	
Logistics		Y	Included		Y	Included		Y	Included	
Mockup		Y	Included		Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included		Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	Provide a turnkey concrete package to include foundations, slab on grade, elevated decks, site cast tilt wall panels, concrete treads over steel pan stairs, and sidewalks.	Y	Included		G	$ 2,861,818		Y	Included	
Scope Item #2	Include all excavation, dewatering, and backfill required to complete this scope of work. Provide 12" #57 stone under all put foundation and spread footings that are -3.0' below finish floor.	Y	Included		Y	Included		Y	Included	
Scope Item #3	Include all slabs, stairs, ramps, concrete benches as indicated referencing structural and architectural drawings.	Y	Included		Y	Included		Y	Included	
Scope Item #4	Provide clean up, after each pour, to remove concrete excess piles. Clean any concrete overspray or splatter immediately. This contractor to provide their own washout container to recycle material and provide recycle tickets to GILBANE.	Y	Included		Y	Included		Y	Included	
Scope Item #5	Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y	Included		Y	Included		Y	Included	
Scope Item #6	Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y	Included		Y	Included		Y	Included	
Scope Item #7	Install all concrete anchor bolts supplied by OTHERS. All anchor bolts shall be furnished by Steel Trade Contractor along with templates. Anchor bolts shall be laid out and installed by this Trade Contractor. This contractor is responsible for temporary protection of anchor bolts after concrete pours. Provide anchor bolt survey after concrete pours.	Y	Included	Includes survey before and after	Y	Included		Y	Included	
Scope Item #8	Receipt, unloading, staging, protection and installation of hollow metal frames within tilt up openings shall be provided by this trade contractor. Include bituminous coating of interior throat of all HM Frames.	y	Included		y	Included		y	Included	
Scope Item #9	Hoisting engineering shall be provided by this Trade Contractor as required, including the crane plan as detailed in the Gilbane Safety plan. FL Licensed PE needs to sign off on critical lifts, including lifts that include crawler cranes walking with panels.	Y	Included	Engineering not required for lifting of tilt up panels; no panels will be walked with the crane	Y	Included		Y	Included	
Scope Item #10	This trade contractor is to provide all drill and epoxy from concrete work to masonry walls.	N	$ -	Not included. Included in BP 04A Masonry.	N			N		
Scope Item #11	Rubbing of all tilt-up walls shall be provided by this Trade Contractor.	y	Included		y	Included		y	Included	
Scope Item #12	Provide all soil termite treatments for all areas under concrete. Provide all admixtures, waterproofing, vapor barriers/retarders, waterstops, expansion joint assemblies, control joints.	y	Included		y	Included		y	Included	
Scope Item #13	This Trade Contractor includes all expansion material with zip strip for all sidewalks and pavement.	y	Included		y	Included		y	Included	
Scope Item #14	All welding/bolting/screwing required for the erection of tilt up panels shall be provided by this Trade Contractor.	y	Included		y	Included		y	Included	
Scope Item #15	Furnish all embeds that get cast-in concrete, including but not limited to; panel-to-panel, panel to-foundations, panel to girt embeds. See Alternate #2 for breakout cost.	N	$ -	**Check 05A for scope duplication	G	$ 64,251		G	$ 64,251	
Scope Item #16	Furnish all trench drains, grates as well as bent plates, embeds that gets cast in concrete foundations and SOG to be furnished by this contractor in locations including but not limited to where it's clearly shown on contract documents at openings, overhead door jambs, pits at maintenance building, pits at wash building, equipment trenches.	N	$ -	Installation of all embeds that gets cast-in concrete is included, FURNISHED BY OTHERS	N			N		
Scope Item #17	Provide minimum 60-day rental for tilt-up wall bracing.	CA	$ 16,000	Additional 30 day extension will cost $16K	Y	Included		Y	Included	
Scope Item #18	All site concrete pavement to be 7.5", include dowels and sheet metal bottom strips at all EJ locations per detail C3 on C08.7.	Y	Included	Does not include Contraction Joints	Y	Included		Y	Included	
Scope Item #19	Include foundations for water filling station, flagpole.	Y	Included		Y	Included		Y	Included	
Scope Item #20	Furnish and Install all bollards, reference site drawings and architectural drawings for final count.	Y	Included	Installaton of 185 Bollards only, Furnished by Others	Y	Included		Y	Included	
Scope Item #21	CIP Wall and Seat at Patio per details D1 and D2 on 1S-402.	y	Included		y	Included		y	Included	
Scope Item #22	Provide all deepened foundations including pipe sleeves that are 3" larger than pipe diameter for MEP crossings per detail A5 on 1S-401.	y	Included		y	Included		y	Included	
Scope Item #23	Trade contractor asserts that the 2nd floor deck does not require any temporary shores, guys, braces or supports. This Trade Contractor shall be solely responsible for temporary measures and coordination to ensure that structural integrity is not compromised before, during and after concrete placement.	y	Included	Plans don't call for thickness, assumed normal weight concrete 5" with WW1.4	y	Included		y	Included	
Scope Item #24	"Hot Box" for field concrete cylinders if required by the project testing lab or specification shall be furnished by this trade contractor.	Y	Included		Y	Included		Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		VMG Concrete			Genesis			AA Pitman		
Trade Contractor Quote Date	7/30/26									
Gilbane Team Member Responsible for Scope	Berat Akkaya	407-462-6192 Eric Martinez			Richard Ionadi			904-731-8178 Brendan Haverty		
E-mail Address	Bakkaya@gilbaneco.com	eric@vmgconstructioninc10.com			richard@genesisconcretestructures.com			brendan@pittmanconcrete.com		
Phone Number	(904)200-8204									
Bid Package 03A	**Concrete**	$		5,431,192	$		3,881,000	$		5,743,325
Scope Item #25	Provide fine grading and compaction of all sidewalk areas prior to forming and pouring of said sidewalks.	Y	Included		Y	Included		Y	Included	
Scope Item #26	Outermost building corners of each major area of the building shall be set by a Licensed and Insured Surveyor hired by Others, licensed surveyor shall set pins at 10' offsets, or as directed in the field, for use by this trade contractor in preparing batter boards.	Y	Included		Y			Y		
Scope Item #27	Include foundation formwork survey prior to pouring foundations in accordance with City of Palm Coast requirements.	N		Gilbane agrees - DMRP will provide	N			N		
Scope Item #28	This trade contractor shall furnish and install all safety railings at window openings, door openings, second floor/stair/elevation changes to meet OSHA and Gilbane's Safety Manual. This Trade Contractor shall remove all safety railing when directed in writing by Gilbane.	Y	Included		Y			Y		
Scope Item #29	Submit stamped design/shop drawings within fourteen (14) days of signed contract or notice of award whichever comes first.	Y	Included		Y			Y		
Scope Item #30	Furnish and install all reveals as shown on the contract documents.	Y	Included		Y			Y		
Scope Item #31	This trade contractor shall install and remove at the end of construction all casting beds. Removal may be at the end of the project, include additional mobilization accordingly.	Y	Included		Y			Y		
Scope Item #32	This trade contractor shall provide construction of (4) plan tables in the office trailer for Gilbane.	Y	Included		Y			Y		
Scope Item #33	This Trade Contractor shall provide 20 fire extinguisher stands as directed by Gilbane.	Y	Included		Y			Y		
Scope Item #34	This Trade contractor shall construct four wooden double cleated ladders in accordance with Gilbane's safety plan as directed by Gilbane for access between floors prior to permanent or temporary stairs being installed.	Y	Included		Y			Y		
Additional Scope Clarifications										
Clarification #1	Scope Item #2 - Include Xypex and Xypex Concentrate at all Pits located in wash building and fleet maintenance	N	$ -	Not included.	N	$ -		N	$ -	
Clarification #2	Scope Item #8 - Provide unit cost of post install (1) 3070 HM Frame, frames will be dimpled, anchors will be provided by others	y	Included	Unit Cost - $1,500 EACH	y	Included		y	Included	
Clarification #3	All panels braced to outside with badgers	ca	$ 38,000	$38,000	G	$ 38,000		CA	$ 38,000	
Clarification #4	Potential revised casting bed quantity cost savings	N	$ -		N	$ -		N	$ -	
Clarification #5	Add WW1.4 at all pedestrian sidewalks	N	$ 3,500		G	$ 3,500		G	$ 3,500	
Clarification #6	Housekeeping Pads, Generator Pad (2) located by Maintenance building and Wash Building	Y	Included		Y	Included		Y	Included	
Clarification #7	Stair #1 concrete threads	Y	Included		Y	Included		Y	Included	
Clarification #8	Exterior Louvers will be in separate frame than HM frames, include rebar, crack bars etc at these locations and stop insulation at anchoring point for canopies.	N	$ 6,000	15 at $400 per location	G	$ 6,000		G	$ 6,000	
	Elevated Deck Allocation	CA	$ 30,000	$30,000	CA	$ 30,000		CA	$ 30,000	
	Bollard Modification Allocation	CA	$ 20,000	$20,000	CA	$ 20,000		CA	$ 20,000	
Allowances										
Owner Allowance	**Description:**									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.										
Allocations										
Contractor / Trade Allocation	**Description:**									
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.										
Exclusion / Coordination										
Drawing or Specification # and Detail	**Description**									

Base Bid Subtotal	$ 5,431,192	$ 3,881,000	$ 5,743,325
Trade Contractor Plugs	$ 9,500	$ -	$ -
GILBANE Qualified Plugs Total	$ -	$ 2,973,569	$ 73,751
Owner Allowances	$ -	$ -	$ -
Contractor Allocations	$ 104,000	$ 50,000	$ 88,000
Reconciled Bid Amount	$ 5,544,692	$ 6,904,569	$ 5,905,076

Company _____

Name _____

Title _____

Signature _____

Date _____

$ 360,384.00

6.10%

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Pyramid Masonry			Atlantic Coast			EKB Masonry			Lighthouse Masonry			VMG Concrete		
Trade Contractor Quote Date	7/30/26			(407) 816-5740			(904) 396-4005			(904) 805-3770			407-743-0094			407-462-6192		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Gregory Parsons			Jonathan Clark			Eric Kelly			Antonio Henrique			Eric Martinez		
E-mail Address	Bakkaya@gilbaneco.com			gparsons@pyramidmasonry.net			jonathan@atlcoast.org			eric@ekbmasonry.com			acosta@lighthousemasonry.com			eric@vmgconstructioninc10.com		
Phone Number	(904)200-8204																	
Bid Package 04A	**Masonry**			$ 546,900			$ 560,989			$ 477,925			$ 21,710			$ 648,436		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**															
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes								Y	Included				Only quoted Wash Station	Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes								Y	Included					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes								Y	Included					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes								Y	Included	P				Y	Included	
BIM participation and Execution plan		Yes								N	$ -	Not required				Y	Included	
Delegated Design		Yes								Y	Included					Y	Included	
Contract Documents		Yes								Y	Included					Y	Included	
General Requirements		Yes								Y	Included					Y	Included	
Project Manual		Yes								Y	Included					Y	Included	
Schedule		Yes								Y	Included	No issues with lead times				Y	Included	
Logistics		Yes								Y	Included					Y	Included	
Mockup		Yes								N	$ -	In-place if required				N		
		Yes																
Bid per Plans and Specifications?	Any alternates need to be called out	Yes								Y	Included					Y	Included	
All Addendum Included:	Addendum #1	Yes								Y	Included					Y	Included	
All Taxes		Yes								Y	Included					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes								N	$ -					N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes								Y	Included					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes								Y	Included					Y	Included	
Workers Comp Insurance		Yes								Y	Included					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes								N	-	Not required				N		
Auto Liability		Yes								Y	Included					Y	Included	
		Yes																
		Yes																
Trade Specific Scope		**Required**	**Confirmation (Y/N)**															
Drawing or Specification # and Detail	**Description:**	———	———															
This Agreement shall include, but not be limited to:		Yes																
Specific Scope of Work		Yes																
Scope Item #1	1. Perform a turnkey "Masonry" work in accordance with the contract drawings and specifications. The work shall include all labor, material, equipment, layout, supervision, temporary provisions, miscellaneous and related items necessary to complete all of the work defined in contract documents.	Yes								Y	Included					Y	Included	
Scope Item #2	2. This Trade Contractor shall review and determine that dimensions are coordinated between the architectural and structural drawings prior to fabrication or start of construction. Where discrepancies occur, this Trade Contractor shall assume the large of the dimensions depicted.	Yes								Y	Included					y	Included	
Scope Item #3	3. Receipt, unloading, staging, protection and installation of hollow metal frames within CMU openings shall be provided by this Trade Contractor. Include grouting and bituminous coating for the interior throat of HM Frames.	Yes								Y	Included	EKB will receive, unload and stage only when they are mobilized on the project. Post-install HM Frames will be a change order.				y	Included	
Scope Item #4	4. Provide clean up to remove mortar and group excess piles. Clean any concrete overspray or splatter immediately.	Yes								Y	Included	For masonry grouting only.				y	Included	
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes								y	Included					y	Included	
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes								Y	Included					y	Included	
Scope Item #7	7. Coordination of elevation and size of all thru-wall openings shall be provided by this Trade Contractor. The layout of the openings shall be provided by others and laid out on the slab, and any opening missed shall be cut out by this Trade Contractor.	Yes								Y	Included					y	Included	
Scope Item #8	8. Hoisting engineering shall be provided by this trade contractor as required.	Yes								Y	Included					y	Included	
Scope Item #9	9. Provide all scaffolding as required to complete Masonry scope of work.	Yes								Y	Included					y	Included	
Scope Item #10	10. Furnish and install all expansion and control joints as required.	Yes								Y	Included					y	Included	
Scope Item #11	11. Include all accessories required for rated masonry assemblies including specific UL Rated head-of-wall details.	Yes								N	$ -	Gilbane agrees. Included on BP 09A Collins				N	$ -	Not included
Scope Item #12	12. Include all vertical and horizontal reinforcing steel, drill and epoxy dowels to SOG, grout filling, bond beams and bullnosed wall caps. Install lintels provided by OTHERS.	Yes								Y	Included					N	$ -	Does not include installatin of lintels.
Scope Item #13	13. This Trade Contractor shall provide temporary bracing of all walls in accordance with OSHA standards, including the engineered bracing plan.	Yes								N	$ -	N/A - Not required				Y	Included	
Scope Item #14	14. This Trade Contractor shall be responsible to furnish all work in accordance with all local, state and federal requirements.	Yes								Y	Included					Y	Included	
Scope Item #15	15. All joints to be struck or tooled. This includes CMU that is not exposed to view.	Yes								Y	Included					Y	Included	
Scope Item #16	16. Install Z-Purlin attachment and grout around Z-Purlin after attaching to plate per detail A6/15-421, include all reinforcing and grout.	Yes								N	$ -	O.K. - CA included iin BP 09A Collins				Y	Included	
Scope Item #17	17. Grout CMU at anchor points for roof ladders.	Yes								Y	Included					Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Pyramid Masonry			Atlantic Coast			EKB Masonry			Lighthouse Masonry			VMG Concrete		
Trade Contractor Quote Date	7/30/26			(407) 816-5740			(904) 396-4005			(904) 805-3770			407-743-0094			407-462-6192		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Gregory Parsons			Jonathan Clark			Eric Kelly			Antonio Henrique			Eric Martinez		
E-mail Address	Bakkaya@gilbaneco.com			gparsons@pyramidmasonry.net			jonathan@atlcoast.org			eric@ekbmasonry.com			acosta@lighthousemasonry.com			eric@vmgconstructioninc10.com		
Phone Number	(904)200-8204																	
Bid Package 04A	**Masonry**			$ 546,900			$ 560,989			$ 477,925			$ 21,710			$ 648,436		
Additional Scope Clarifications																		
Clarification #1	Cost Escalation for March, 2028 mobilization	Yes																
Clarification #2	Precast/Steel Lintels	Yes										Lintels per B5 on 1A-531, south elevation and over HM Doors/OH Doors North elevation							
Clarification #3	Install one additional HM frame per Pre-Bid RFI #25	Yes								N	$ 1,275							
		Yes																
		Yes																
		Yes																
		Yes																
Allowances		**Required**	**Confirmation (Y/N)**															
Owner Allowance	**Description:**	———	———															
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
Allocations		**Required**	**Confirmation (Y/N)**															
Contractor / Trade Allocation	**Description:**	Yes																
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
		Yes																
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**															
Drawing or Specification # and Detail	**Description**	———	———															
		No	With Division?															
		No	Not Required															
Base Bid Subtotal				$ 546,900			$ 560,989			$ 477,925			$ 21,710			$ 648,436		
Trade Contractor Plugs				$ -			$ -			$ 1,275			$ -			$ -		
GILBANE Qualified Plugs Total				$ -			$ -			$ -			$ -			$ -		
Owner Allowances				$ -			$ -			$ -			$ -			$ -		
Contractor Allocations				$ -			$ -			$ -			$ -			$ -		
Reconciled Bid Amount				**$ 546,900**			**$ 560,989**			**$ 479,200**			**$ 21,710**			**$ 648,436**		

$ 169,236.00

35.32%

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																
Gilbane Team Member Responsible for Scope	Berat Akkaya																
E-mail Address	Bakkaya@gilbaneco.com																
Phone Number	(904)200-8204																
					Fabco Metal Products				Hutchinson Welding & Repair				Industrial Steel				
					(386) 681-7699				(386) 336-3534				407-808-2558				
					John Smith				Robert Hutchinson				Gary Hood				
					jsmith@fabcometal.com				hutchinsonwelding@yahoo.com				sales@industrial-steel.com				
Bid Package 05A	**Structural Steel**				$ 1,063,000				No Bid				$ 1,795,000				
					Y,N,G,OA,CA	Value ($)	Comments		Y,N,G,OA,CA	Value ($)	Comments		Y,N,G,OA,CA	Value ($)	Comments		
General Project Requirements		**Required**	**Confirmation (Y/N)**		Incomplete Scope												
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes			Y	Included							Y	Included			
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes			Y	Included							Y	Included			
Trade Contractor is prequalified in Gilbane's qualification system:		Yes			Y	Included							Y	Included			
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes			Y	Included							Y	Included			
BIM participation and Execution plan		Yes			Y	Included							Y	Included			
Delegated Design		Yes			Y	Included							Y	Included			
Contract Documents		Yes			Y	Included							Y	Included			
General Requirements		Yes			Y	Included							Y	Included			
Project Manual		Yes			Y	Included							Y	Included			
Schedule		Yes			Y	Included							Y	Included			Joists/Deck - 7 weeks for shops, 7 weeks fabrication
Logistics		Yes			Y	Included							Y	Included			
Mockup		Yes			Y	Included							N	$ -			Not required
		Yes															
Bid per Plans and Specifications?	Any alternates need to be called out	Yes			Y	Included							Y	Included			
All Addendum Included:	Addendum #1	Yes			Y	Included							Y	Included			
All Taxes		Yes			Y	Included							Y	Included			
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes			N								N	$ -			
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes			Y	Included							Y	Included			
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes			Y	Included							Y	Included			
Workers Comp Insurance		Yes			Y	Included							Y	Included			
Professional Liability	If work includes delegated design, include professional liability insurance	Yes			Y	Included							Y	Included			
Auto Liability		Yes			Y	Included							Y	Included			
		Yes															
		Yes															
Trade Specific Scope		**Required**	**Confirmation (Y/N)**														
Drawing or Specification # and Detail	**Description:**	----------	----------														
This Agreement shall include, but not be limited to:		Yes															
Specific Scope of Work		Yes															
Scope Item #1	1. **Wash Building** - Furnish all labor, material, equipment, engineering, tools, supervision, layout, temporary and miscellaneous items necessary to completely install all Structural Steel, including but not limited to, all structural steel, bar joists, decking, erection, welding, metal fabrications, stairs, ladders, handrails, guardrails, decorative metal railings and related work.	Yes			Y	Included							Y	Included			
Scope Item #2	2. **Maintenance Building** - Furnish all labor, material, equipment, engineering, tools, supervision, layout, temporary and miscellaneous items necessary to completely install all metal fabrications, stairs, ladders, handrails, guardrails, decorative metal railings erection, welding and related work. Maintenance building steel frame is PEMB that is by OTHERS.	Yes			G	$ 800,000	Fabco will not bid maintenance building. Incomplete Scope.						Y	Included			
Scope Item #3	3. Bidders are requested to submit an itemized listing of this scope of work showing the items, quantity, and dollar amount for each. This listing will in no way limit the scope of work, but rather will be used to analyze the bids.	Yes			y								Y	Included			
Scope Item #4	4. Provide all hoisting required and comply with Gilbane's strict crane permitting and fall prevention safety regulations.	Yes			y								Y	Included			
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes			y								Y	Included			
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes			y	Included							Y	Included			
Scope Item #7	7. All embeds, bolts and panel to panel, and panel to foundation steel shall be furnished by this trade contractor at maintenance and wash buildings.	Yes			N	$ -							N	$ -			Includes embeds for structural steel only. Breakout price for panel-to-panel, panel-to-foundation embeds.
Scope Item #8	8. All anchor bolts for Wash Building shall be furnished by this trade contractor along with templates. Anchor bolts shall be laid out and installed by concrete trade contractors. Concrete trade contractor shall provide temporary protection in the form of a wooden box over all anchor bolts after concrete has hardened.	Yes			Y	Included							Y	Included			
Scope Item #9	9. All Steel shall be primed in accordance with the specification by Trade Contractor.	Yes			Y	Included							Y	Included			
Scope Item #10	10. Provide field primer paint/ or galvanized paint touch-up of all steel work as required and/or specified.	Yes			Y	Included							Y	Included			
Scope Item #11	11. All exterior steel to be galvanized.	Yes			Y	Included							Y	Included			
Scope Item #12	12. Include all HDG grating at pits along with all supplemental steel, clips and embeds cast-in concrete for a turnkey system per contract documents.	Yes			N	$ -							Y	Included			
Scope Item #13	13. Provide all bent plates, at jambs of Overhead Doors.	Yes			N	$ -							N	$ -			
Scope Item #14	14. Provide all cast-in steel angles in SOG at exterior overhead door locations.	Yes			N	$ -							Y	Included			
Scope Item #15	15. Provide embed plates to be installed into tilt wall panels by others for attaching steel columns at the wash building.	Yes			N	$ -							Y	Included			
Scope Item #16	16. Roof Deck and Joist to comply with Florida Product Approvals, Wash Building roof is rated for Category 4, 160 mph ultimate wind speeds. This contractor to include all additional material, accessories or welding that is required to comply with Florida Product approvals.	Yes			Y	Included							Y	Included			
Scope Item #17	17. Provide openings in steel and metal deck to accommodate mechanical, electrical, plumbing and fire protection penetrations. Provide reinforcement steel where necessary. Provide closure plate at metal deck where necessary. Openings in metal deck provided by this trade contractor shall be limited to framed openings. Protect all openings made by this trade contractor.	Yes			Y	Included							Y	Included			ISI will cut when on-site with Gilbane and/or Trade responsible for the roof top equipment, safety and maintenance of this opening is by OTHERS.
Scope Item #18	18. Include all roof ladders, stairs, handrails, guardrails, located in wash building and maintenance building. Include all applicable engineering and design. Metal Grate Stair #2 is exterior, include all applicable engineering per the required wind design. Include Lift Gates and Safety Tie-Off Anchor points at the Maintenance Building Mezzanine.	Yes			N								Y	Included			See clarification #1 for lift gates
Scope Item #19	19. Provide all galvanized steel stairs, walkways and rail systems w/ metal grate at wash building.	Yes			Y	Included							Y	Included			
Scope Item #20	20. Furnish and install Galvanized steel trellis with delegated engineering.	Yes			N								N	$ -			
Scope Item #21	21. Furnish and install galvanized steel framing and Architectural metal screen infill panels, including delegated engineering.	Yes			N								N	$ -			Not included, Gilbane Agrees
Scope Item #22	22. Furnish and install prefinished aluminum canopies and sunshades with delegated engineering.	Yes			N								N	$ -			
Scope Item #23	23. Furnish and install Galvanized steel pipe bollards set in concrete base and filled with concrete. Paint by others. Refer to Site Drawings for detail A1/C.08.2.	Yes			N								Y	Included			
Scope Item #24	24. Provide power for all welding machines.	Yes			Y	Included							Y	Included			

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Fabco Metal Products			Hutchinson Welding & Repair			Industrial Steel		
Trade Contractor Quote Date	7/30/26			(386) 681-7699			(386) 336-3534			407-808-2558		
Gilbane Team Member Responsible for Scope	Berat Akkaya			John Smith			Robert Hutchinson			Gary Hood		
E-mail Address	Bakkaya@gilbaneco.com			jsmith@fabcometal.com			hutchinsonwelding@yahoo.com			sales@industrial-steel.com		
Phone Number	(904)200-8204											
Bid Package 05A	**Structural Steel**			$ 1,063,000			No Bid			$ 1,795,000		
Scope Item #25	25. Provide all lintels in CMU walls installed by others at headers, doors, overhead doors as shown in architectural drawings.	Yes		N						N	$ -	Lintels at 100C Circulation corridor, 6 locations.
Scope Item #26	26. Provide Z-Purlin and galvanized plates per detail A6/1S-421, to be installed by others.	Yes		N						N	$ -	At full height CMU walls in mezzanine.
Scope Item #27	27. This trade contractor shall provide the complete structural steel model to Gilbane's BIM team for use as the background for MEP/FP coordination. For more details & requirements, please reference the BIM scopes of work provided in project manual.	Yes		N						Y		
Additional Scope Clarifications												
Clarification #1	Lift Gates at mezzanine to furnish and install	Yes		N						N	$ -	
Clarification #2	All bollards interior and exterior of building doors/entries to be flush mount. Include bolts.	Yes		N						N	$ (30,000)	
Clarification #3	Potential Escalation	Yes		N						N	$ -	
Clarification #4	Water fill station support (1) by wash building	Yes		N						Y	$ -	
Clarification #5	Steel Tube support for sink countertop	Yes		N						Y	$ -	
Clarification #6	Steel plate to column supporting reels - detail 1Q5-501	Yes		N						Y	$ -	
Clarification #7	Supplemental Steel Allocation or additional bollards	Yes		CA	$ 25,000					CA	$ 25,000	
Clarification #8	Trellis	Yes		N	$ -	N/A (see above)				N	$ (13,950)	
Clarification #9	Lintels	Yes		N	$ -					N	$ (3,400)	
Clarification #10	Z-Purlin	Yes		N						N	$ (1,668)	
Clarification #11	Roof Ladder from High to Roof at Maintenance Building - Aluminum Mill Finish	Yes		G	$ 8,500					N	$ 8,500	
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior		Yes										
		Yes										
		Yes		OA								
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	Yes										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior		Yes										
		Yes										
		Yes		CA								
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 1,063,000						$ 1,795,000		
	Trade Contractor Plugs			$ -			$ -			$ (40,518)		
	GILBANE Qualified Plugs Total			$ 808,500			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ 25,000			$ -			$ 25,000		
	Reconciled Bid Amount			$ 1,896,500			$ -			$ 1,779,482		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26		Doerr's Custom Cabinets & Trim				Benchmark			Rainbow Cabinets		
			(904) 692-1052									
Gilbane Team Member Responsible for Scope	Berat Akkaya		Russ Doerr									
E-mail Address	Bakkaya@gilbaneco.com		russ@doerrcct.com									
Phone Number	(904)200-8204											
Bid Package 06A	**Millwork**		$ 89,953				112,006			$ 178,205		
		Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments		
General Project Requirements												
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included									
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included									
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included									
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included									
BIM participation and Execution plan		N	$ -	Not required - will provide shop drawings								
Delegated Design		N	$ -	Not required								
Contract Documents		Y	Included	Not AWI - Gilbane agrees								
General Requirements		Y	Included									
Project Manual		Y	Included									
Schedule		Y	Included	Shop Drawings - 30 days, Fabrication - 2-3 weeks								
Logistics		Y	Included									
Mockup		N	$ -	Not required								
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included									
All Addendum Included:	Addendum #1	Y	Included									
All Taxes		Y	Included									
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -									
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included									
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included									
Workers Comp Insurance		Y	Included									
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included									
Auto Liability		Y	Included									
Trade Specific Scope												
Drawing or Specification # and Detail	**Description:**											
This Agreement shall include, but not be limited to:												
Specific Scope of Work												
Scope Item #1	1. This trade contractor shall furnish and install all wood millwork/woodwork in accordance with contract documents.	Y	Included									
Scope Item #2	2. Furnish and install all stained hardwood, solid surface wall caps, counters of all types, casework.	Y	Included									
Scope Item #3	3. This trade contractor shall furnish and install all required casework, material storage, countertops, computer counters, cabinets, wall cabinets, solid surface counters and sills, quartz, mail slots, cubbies and the like.	Y	Included	Detail E1 - 1A-561, using brackets ILO Steel tube as called out								
Scope Item #4	4. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	N	$ -									
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y	$ -	Callout on product datas. Low VOC adhesives.								
Scope Item #6	6. This trade contractor shall provide a blocking detail for all supports required for their installation.	Y	Included									
Scope Item #7	7. All cabinets and drawings to have locks per specifications.	N	$ -	No locks shown or called out on plans/specs.								
Scope Item #8	8. Furnish and install grommets in countertops at locations to be selected by the Owner.	Y	Included									
Scope Item #9	9. Provide holes and cutouts for sinks and plumb fixtures in solid surface countertops. Templates shall be provided by the Plumbing trade contractor.	Y	Included									
Scope Item #10	10. Furnish and install all required back splashes.	Y	Included									
Scope Item #11	11. Core material to be as specified per specifications.	Y	Included									
Scope Item #12	12. This trade contractor includes caulking for their own work, including backsplash to wall.	Y	Included									
Scope Item #13	13. This trade contractor to include PL-1 Ceiling in customer waiting area with line of reveal and grain direction as depicted in contract documents.	Y	Included									
Scope Item #14	14. This trade contractor to include PL-1 Ceiling at bulkhead along corridor 100B per detail A4/1A-531.	Y	Included									
Scope Item #15	15. This trade contractor to provide and install all solid surface sills at windows.	Y	Included									
Scope Item #16	16. This trade contractor to include Locker Bench by Hollman Oslo Bench, standard model OSB per contract documents.	N	$ -	Gilbane agrees								
Scope Item #17	17. This trade contractor to include Lockers by Hollman Essential collection, laminate configuration model LA1 per contract documents.	N	$ -	Gilbane agrees								
Scope Item #18	18. This trade contractor to include all stainless steel cabinetry per interior elevations on 1A-406.	N	$ -	Gilbane agrees								
Scope Item #19	19. Shop to be certified participant in AWI's quality certification program, no exceptions taken.	N	$ -	Not AWI Certified but work will be compliant to AWI Standards - Gilbane agrees								
Scope Item #20	20. All millwork to meet AWI's premium standard.	Y	Included									
Scope Item #21	21. 120-degree euro self-closing hinges.	Y	Included									
Scope Item #22	22. All MDF and Plywood products to not contain no added urea formaldehyde.	Y	Included									
Additional Scope Clarifications												
Clarification #1	Adder for FSC Certified lumber	N	$ 3,000	Included								
Allowances												
Owner Allowance	**Description:**											
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior												

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26		Doerr's Custom Cabinets & Trim			Benchmark			Rainbow Cabinets		
			(904) 692-1052								
Gilbane Team Member Responsible for Scope	Berat Akkaya		Russ Doerr								
E-mail Address	Bakkaya@gilbaneco.com		russ@doerrcct.com								
Phone Number	(904)200-8204										
Bid Package 06A	**Millwork**		$		89,953	$		112,006	$		178,205
Allocations											
Contractor / Trade Allocation	**Description:**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior											
Exclusion / Coordination											
Drawing or Specification # and Detail	**Description**										
		Base Bid Subtotal	$		89,953	$		112,006	$		178,205
		Trade Contractor Plugs	$		3,000	$		-	$		-
		GILBANE Qualified Plugs Total	$		-	$		-	$		-
		Owner Allowances	$		-	$		-	$		-
		Contractor Allocations	$		-	$		-	$		-
		Reconciled Bid Amount	$		92,953	$		112,006	$		178,205

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

		Hartford South			P&A Roofing			NexGen Roofing			Apex Roofing		
Trade Contractor Quote Date	7/30/26	(407) 857-9392											
Gilbane Team Member Responsible for Scope	Berat Akkaya	David Edwards			Glen Hough								
E-mail Address	Bakkaya@gilbaneco.com	david@hartfordsouth.com			ghough@pa-roofing.com								
Phone Number	(904)200-8204												
Bid Package 07A	**Membrane Roofing**	$ 621,645			$ 711,892			$ 1,270,000			$ 2,065,000		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements													
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included							
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included							
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included							
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included							
BIM participation and Execution plan		Y	Included		N	$ -	Not required						
Delegated Design		Y	Included		N	$ -	Not required						
Contract Documents		Y	Included		Y	Included	TPO - JM						
General Requirements		Y	Included		Y	Included							
Project Manual		Y	Included		Y	Included							
Schedule		Y	Included	Insulation 5-6 weeks, TPO 2-3 weeks	Y	Included	Insulation - 6-8 weeks						
Logistics		Y	Included		Y	Included							
Mockup		Y	Included	In-place mock ups	N	$ -	Not required						
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included	JM	Y	Included							
All Addendum Included:	Addendum #1	Y	Included		Y	Included							
All Taxes		Y	Included		Y	Included							
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -		Y	Included							
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included							
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included							
Workers Comp Insurance		Y	Included		Y	Included							
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included							
Auto Liability		Y	Included		Y	Included							
Trade Specific Scope													
Drawing or Specification # and Detail	**Description:**												
This Agreement shall include, but not be limited to:													
Specific Scope of Work													
Scope Item #1	1. Furnish all labor, materials, equipment, supervision, and services required to provide a complete roofing system at Wash Building including, but not limited to, single-ply roofing, copings, tapered insulation, rigid insulation, cover board, vapor barriers, adhesives, underlayment, protection boards, flashings, counter flashings, termination bars, soffit, drip edges, trims, walkway pads, fasteners, weeps, gutters and downspouts, penetration boots, scuppers, roof hatches, roof specialties, roof expansion joint assemblies, and soffit & fascia.	Y	Included		Y	Included							
Scope Item #2	2. Wash building roof to be in compliance with Florida Product Approvals, rated to Category 4, 160 mph ultimate wind speed.	Y	Included	Vasd= 124mph	Y	Included							
Scope Item #3	3. Provide all necessary fasteners and accessories.	Y	Included		Y	Included							
Scope Item #4	4. Provide joint sealers where it applies to your scope of work, in accordance with other specification sections.	Y	Included		Y	Included							
Scope Item #5	5. Include all necessary hoisting for this Trade Contractor's scope of work. This includes the loading of all materials (insulation, membrane, fasteners, etc.) to the roof level.	Y	Included		Y	Included							
Scope Item #6	6. Include all metal fascia, metal soffit panel, accessories, fasteners and all waterproofing associated with the work.	Y	Included		Y	Included							
Scope Item #7	7. Provide all boots, roof hatches with accessories, sealants, expansion joints and locking devices.	Y	Included		Y	Included							
Scope Item #8	8. Sealing and closure at all roof penetrations (pipes, curbs, conduits, supports, fall protection devices, lightning protection, etc.) including all necessary seals, boots, stainless steel clamps, sealants, and flashings.	Y	Included		Y	Included							
Scope Item #9	9. Provide all downspouts, collector heads/boxes, and connection materials to the underground storm drainage system. This contractor to provide final connection.	Y	Included		Y	Included							
Scope Item #10	10. This contractor is responsible for stair scaffold system for the wash building from the time the steel has been completed through completion of this scope of work and main egress has been installed. Include 4 months of rental.	N	$ -	O.K - Included in GBC Site Services	N	$ -	O.K - Included in GBC Site Services						
Scope Item #11	11. Furnish and install roof hatch, safety rail, and fall arrest. PT blocking at roof hatches.	Y	Included		Y	Included							
Scope Item #12	12. Install flashing at vent through roof pipe penetrations and curbs for roof mounted equipment.	Y	Included		Y	Included							
Scope Item #13	13. Provide 20-year NDL weather tightness warranty on complete roofing system per the contract documents.	Y	Included	Single ply roofing only, does not include soffit panels.	Y	Included							
Scope Item #14	14. Provide manufacturer's standard wind rider warranty. Provide an alternate for premium higher wind rider warranty(s).	N	$ 7,000	Standard is 90 mph, going to 125 mph will be $7,000.00 add	Y	Included	Includes 125 mph wind rider warranty in base price						
Additional Scope Clarifications													
Clarification #1	Credit for 16 ga hat channels	Y	$ -		G	$ 38,000	Plug-in Number						
Clarification #2	Includes final roof connection from downspout to 6" ADS pipe at ground level	Y	Y		Y	Included	P&A include sSquare to round adapter to ADS pipe, and making final connection. UG Storm installed at ground level by Others.						
Clarification #3	Prefinished Metal Panel (Pac-Clad same product being used at Fascia) over tilt walls seperating wash bays. Installed over CFMF.	N	$ 16,200		N	$ 17,077							
Clarification #4	Single layer of poly iso over metal deck at open bay area.	N	$ 19,165		Y	Included							
Clarification #5	PT Wood Blocking 2x6 at Roof Perimeter	N	$ 15,600		g	$ 15,600							
Allowances													
Owner Allowance	**Description:**												
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction													

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26				
		Hartford South	P&A Roofing	NexGen Roofing	Apex Roofing
		(407) 857-9392			
Gilbane Team Member Responsible for Scope	Berat Akkaya	David Edwards	Glen Hough		
E-mail Address	Bakkaya@gilbaneco.com	david@hartfordsouth.com	ghough@pa-roofing.com		
Phone Number	(904)200-8204				
Bid Package 07A	**Membrane Roofing**	$ 621,645	$ 711,892	$ 1,270,000	$ 2,065,000
Allocations					
Contractor / Trade Allocation	**Description:**				
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written					
Exclusion / Coordination					
Drawing or Specification # and Detail	**Description**				
Base Bid Subtotal		$ 621,645	$ 711,892	$ 1,270,000	$ 2,065,000
Trade Contractor Plugs		$ 57,965	$ 17,077	$ -	$ -
GILBANE Qualified Plugs Total		$ -	$ 53,600	$ -	$ -
Owner Allowances		$ -	$ -	$ -	$ -
Contractor Allocations		$ -	$ -	$ -	$ -
Reconciled Bid Amount		$ 679,610	$ 782,569	$ 1,270,000	$ 2,065,000

Company _____

Name _____

Title _____

Signature _____

Date _____

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Selected Bidder

		Central Florida Waterproofing	Advanced Coating	Percopo Coatings
Trade Contractor Quote Date	7/30/26			
		(407) 696-8188	(9004) 813-3088	(407) 402-1243
Gilbane Team Member Responsible for Scope	Berat Akkaya	Michelle Braun	Brad Bernhardt	Sid Moore
E-mail Address	Bakkaya@gilbaneco.com	michelle@cfw-fl.com	acc@advancedcoatingusa.com	mike@pccusa.com
Phone Number	(904)200-8204			

Bid Package 07B	Waterproofing	$ 107,544			$ 375,000			$ 153,529		
		Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:								Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:								Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:								Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:								Y	Included	
BIM participation and Execution plan								Y	Included	
Delegated Design								Y	Included	
Contract Documents								Y	Included	
General Requirements								Y	Included	
Project Manual								Y	Included	
Schedule								Y	Included	
Logistics								Y	Included	
Mockup								Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out							Y	Included	
All Addendum Included:	Addendum #1							Y	Included	
All Taxes								Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.							Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:								Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization							Y	Included	
Workers Comp Insurance								Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance							Y	Included	
Auto Liability								Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. This contractor shall provide all damp proofing at the top of the foundations including on the tilt walls extending just below the finish grade.	Y	Included					Y	Included	
Scope Item #2	2. Provide all interior and exterior tilt wall panel to panel joint sealants and backer material. Provide abuse resistant sealant on the exposed to public joints to a height of 8'-0" AFF.	Y						Y	Included	
Scope Item #3	3. Provide traffic grade joint sealant at all sidewalk joints as well as concrete pavement joints per jointing plan on civil drawings. Include joints from pavement to curb as well.	Y						Y	Included	
Scope Item #4	4. Include close spray foam insulation (R-38) underside of deck at mezzanine floor.	N	$ -	Gilbane Agrees				N	$ -	Gilbane agrees
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to low VOC sealants.	Y						Y	Included	
Additional Scope Clarifications										
Clarification #1	Breakout cost for bentonite at all locations	G	$ 88,630		Y	Included	$88,630	Y	Included	
Clarification #2	Post Bid Adjustment if contract awarded along with Paint and Sealed/Polished Flooring							N	$ (7,023)	
Allowances										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Gilbane Team Member Responsible for Scope: Berat Akkaya
E-mail Address: Bakkaya@gilbaneco.com
Phone Number: (904)200-8204

Selected Bidder

Bid Package 07C	Spray-Foam Insulation			Rolling Plains 480-340-2165 Aaron Gilbert aaron.gilbert@rollingplains.com			Gato Cleaning (9004) 813-3088 Brad Bernhardt acc@advancedcoatingusa.com			American Insultors 904-793-2756 Mike Hempel mike.hempel@truteam.com		
				$ 132,000			$ 186,745			$ 47,810		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		Y	Included		Y	Included	
Delegated Design		Yes		Y	Included		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included		Y	Included	
Project Manual		Yes		Y			Y	Included		Y	Included	
Schedule		Yes		Y	Included		Y	Included		Y	Included	
Logistics		Yes		Y	Included		Y	Included		Y	Included	
Mockup		Yes		Y	Included		Y	Included		Y	Included	
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included		Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #4	Include close spray foam insulation (R-38) underside of deck at mezzanine floor.	Yes		Y	Included		Y	Included		Y	Included	
Scope Item #5	Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to low VOC sealants.	Yes		Y			Y	Included		Y	Included	
Additional Scope Clarifications												
Trade Allocation for Patching		Yes		CA	$ 5,000		CA	$ 5,000		CA	$ 5,000	
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Rolling Plains			Gato Cleaning			American Insultors		
Trade Contractor Quote Date	7/30/26			480-340-2165			(9004) 813-3088			904-793-2756		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Aaron Gilbert			Brad Bernhardt			Mike Hempel		
E-mail Address	Bakkaya@gilbaneco.com			aaron.gilbert@rollingplains.com			acc@advancedcoatingusa.com			mike.hempel@truteam.com		
Phone Number	(904)200-8204											
Bid Package 07C	**Spray-Foam Insulation**			$ 132,000			$ 186,645			$ 47,810		
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 132,000			$ 186,645			$ 47,810		
	Trade Contractor Plugs			$ -			$ -			$ -		
	GILBANE Qualified Plugs Total			$ -			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ 5,000			$ 5,000			$ 5,000		
	Reconciled Bid Amount			$ 137,000			$ 191,645			$ 52,810		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		DH Pace			Kendall Intermediate Corp			LaForce		
Trade Contractor Quote Date	7/30/26	(816) 480-2600			(708) 879-9177			(813) 569-1000		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Formby			Jim Pasquesi			Dalton Hottle		
E-mail Address	Bakkaya@gilbaneco.com	jacob.formby@dhpace.com			jpasquesi@kendalldrs.com			dalton.hottle@laforceinc.com		
Phone Number	(904)200-8204									
Bid Package 08A	**Doors/Frames/Hardware**	$ 298,209			No Bid			$ 319,453		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included					Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included					Y	Included	
BIM participation and Execution plan		N	$ -	Gilbane Agrees				N	$ -	Gilbane Agrees
Delegated Design		N	$ -	Gilbane Agrees				N	$ -	Gilbane Agrees
Contract Documents		Y	Included					Y	Included	
General Requirements		Y	Included					Y	Included	
Project Manual		Y	Included					Y	Included	
Schedule		Y	Included	Submittals - 3-4 Wks,Approvals 1-2 Wks, Fab. HM Frames - 12-14 Wks.				Y	Included	11-12 Weeks for HM Frames, will expedite frames in Tilt Wall
Logistics		Y	Included					Y	Included	
Mockup		y	$ -	In-place mock up if required.				Y	Included	In-place mock ups only
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included					Y	Included	
All Addendum Included:	Addendum #1	Y	Included					Y	Included	
All Taxes		Y	Included					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -					N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included					Y	Included	
Workers Comp Insurance		Y	Included					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included					Y	Included	
Auto Liability		Y	Included					Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. This Trade contractor shall furnish all labor, material, equipment, tools, layout, supervision, temporary and miscellaneous items necessary to complete installation all hollow metal doors, hollow metal frames, wood doors and hardware.	Y	Included					Y	Included	
Scope Item #2	2. This trade contractor to expedite shop drawings and fabrication of all frames that will be cast-in concrete in tilt-walls. If failed to procure in time, it is this trade contractor's responsibility to dimple frames and provide expansion anchors and other applicable accessories.	Y	Included					Y	Included	
Scope Item #3	3. The door and window systems included herein are intended to be weather tight installation by this trade contractor. This specifically referring to thresholds provided/installed by this Trade Contractor.	Y	Included					Y	Included	
Scope Item #4	4. Hollow metal frames, fully assembled, welded, and shop primed to be furnished only by this trade contractor and installed by others.	N	$ -	Not included.				Y	Included	
Scope Item #5	5. This trade contractor shall provide exterior frames, doors and hardware that comply with Florida Product Approvals and designed to category 4, 160-mph ultimate winds.	N	$ 79,508	Need to upgrade doors/frames/hardware to Cat 4, missile E.				Y	Included	
Scope Item #6	6. Coordinate with the Construction Manager regarding the deliver, unloading, and staging areas for this scope of work. This subcontractor shall be on-site to receive and inventory all shipments of HM Frames. Include locked storage room for storing hardware materials.	Y	Included					Y	Included	Receiving and storing of HM Frames BY OTHERS
Scope Item #7	7. Provide temp construction cylinders.	Y	Included					y	Included	
Scope Item #8	8. Provide all doors and frames offsite as required to receive all hardware including any electrical and/or security equipment scheduled. Preparation shall include but not be limited to: pre-drilling, pre-cutting, and reinforcing. Provide all raceways between back boxes/pockets.	Y	Included	Frames receieving electrical hardware will be prepared accordingly during fabrication				y	Included	Provide frames only, install by others.
Scope Item #9	9. Provide and install all interior hollow metal window frames and side lite frames. Include appropriate glazing stops as determined by glazing thickness. Glazing units, caulk at glazing and neoprene pads for glazing will be by others.	Y	Included	HM Frames are furnished only, installed by others.				Y	Included	
Scope Item #10	10. Hollow metal frames, fully assembled, welded, and shop primed to be furnished only by this trade contractor and installed by others.	Y	Included					Y	Included	
Scope Item #11	11. Provide all required door power supplies for access control.	Y	Included	Card Reader by others.				Y	Included	
Scope Item #12	12. Provide all finish hardware for complete operable doors as well as include the cost to provide all permanent cores including those for storefront doors and emergency access gates.	Y	Included					Y	Included	
Scope Item #13	13. This contractor to provide all expansion bolts, clips and other anchoring accessories for HM frames that will be installed in CMU Walls and Tilt-Up walls. Anchoring to comply with Florida Product Approvals.	Y	Included					Y	Included	
Scope Item #14	14. Include provisions to re-adjust doors once the building is climatized, plus provide adjustment of door closures as needed 60 days after substantial completion.	Y	Included					Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		DH Pace			Kendall Intermediate Corp			LaForce		
Trade Contractor Quote Date	7/30/26	(816) 480-2600			(708) 879-9177			(813) 569-1000		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Formby			Jim Pasquesi			Dalton Hottle		
E-mail Address	Bakkaya@gilbaneco.com	jacob.formby@dhpace.com			jpasquesi@kendalldrs.com			dalton.hottle@laforceinc.com		
Phone Number	(904)200-8204									
Bid Package 08A	**Doors/Frames/Hardware**	$ 298,209			No Bid			$ 319,453		
Scope Item #15	15. Include costs for a qualified member of your firm to hold the keying conference. Assist the construction manager prior to project closeout in setting up the key cabinet to be turned over to the Owner. Prior to final turnover of building to owner – inspect each and every opening to ensure the proper operation of the door & hardware and correct any deficiencies found. Resolve any installation problems, including but not limited to defective material, improper hardware, preparation and missing material. Meet with the Owner, Architect, and Gilbane to develop the keying schedule and hierarchy.	Y	Included	Includes the key cabinet, that will be turned over to the owner.				Y	Included	
Additional Scope Clarifications										
Clarification #1	1/4" clear tempered glazing	N		Gilbane Agrees - Included in 08B				N	$ -	Gilbane Agrees - Included in 08B
Clarification #2	Position Switch	Y	Included					Y	Included	Only Card Readers by OTHERS
Clarification #3	Plain Sliced white oak veneer	G	$ 210					N	$ 210	
Clarification #4	FSC Wood Doors for LEED	G	$ 214					N	$ 214	
Clarification #5	HM Frames and Doors to receive 1" Insulated Glass per Pre-Bid RFI 30 Round 7	Y	Included					Y	Included	
Clarification #6	Insulated Doors per Pre-Bid RFI 30 Round 7	Y	Included					Y	Included	
Clarification #7	HM Frames with Transom Louver will be seperated, Louvers will have their own Frames BY OTHERS	Y	Included					N	$ (13,671)	
Clarification #8	Adder for Structural Composite Lumber Core Doors ILO Particle board	G	$ 316					N	$ 316	
Clarification #9	QTO Adjustment on Doors/Frames	Y	Included					N	$ 6,221	
Clarification #10	Hold Pricing through April 2028	G	$ 1,056					N	$ 1,056	
Clarifiation #11	Missile Level E rating designed to withstand +/- 65 PSF	Y	Included					N	$ 29,184	
Allowances										
Owner Allowance	**Description:**									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written										
Allocations										
Contractor / Trade Allocation	**Description:**									
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written										
Exclusion / Coordination										
Drawing or Specification # and Detail	**Description**									
	Base Bid Subtotal	$ 298,209			$ -			$ 319,453		
	Trade Contractor Plugs	$ 79,508			$ -			$ 23,530		
	GILBANE Qualified Plugs Total	$ 1,796			$ -			$ -		
	Owner Allowances	$ -			$ -			$ -		
	Contractor Allocations	$ -			$ -			$ -		
	Reconciled Bid Amount	$ 379,513			$ -			$ 342,983		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26											
		Lee & Cates			Brad's Glass Company			Craggs Glass				
		(904) 358-8555			(904) 765-5558			904-783-8483				
Gilbane Team Member Responsible for Scope	Berat Akkaya	Amanda Staples			Vonda Walker			Rick Cragg				
E-mail Address	Bakkaya@gilbaneco.com	astaples@leeandcatesglass.com			vwalker@bradsglass.com			rick_craggsglass@bellsouth.net				
Phone Number	(904)200-8204											
Bid Package 08B.1	**Glass & Glazing**	$ 186,850			No bid			$ 151,638				
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**		
General Project Requirements												
Trade Contractor will sign Gilbane's subcontract agreement without comment:								Y	Included			
Trade Contractor has accepted the terms of the Owner / Prime Agreement:								Y	Included			
Trade Contractor is prequalified in Gilbane's qualification system:								Y	Included			
Trade Contractor has accepted the following exhibits that are part of the Project Manual:								Y	Included			
BIM participation and Execution plan								N		Gilbane Agrees		
Delegated Design								Y	Included			
Contract Documents								Y	Included			
General Requirements								Y	Included			
Project Manual								Y	Included			
Schedule								Y	Included			
Logistics								Y	Included			
Mockup								Y	Included			
Bid per Plans and Specifications?	Any alternates need to be called out							Y	Included			
All Addendum Included:	Addendum #1							Y	Included			
All Taxes								Y	Included			
Community Impact and Engagement Status:	MWBE/MBE etc.							Y	Included			
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:								Y	Included			
General Liability Insurance	Higher coverage required if work requires crane mobilization							Y	Included			
Workers Comp Insurance								Y	Included			
Professional Liability	If work includes delegated design, include professional liability insurance							Y	Included			
Auto Liability								Y	Included			
Trade Specific Scope												
Drawing or Specification # and Detail	**Description:**											
This Agreement shall include, but not be limited to:												
Specific Scope of Work												
Scope Item #1	1. Provide all aluminum windows, glass and glazing, aluminum entrances, storefronts, door hardware, curtainwalls, transaction windows, and unframed mirrored glass complete.							Y	Included			
Scope Item #2	2. Provide all translucent panels including prefinished sill pan and transition flashing, blocking, sill plate anchoring and all sealants for a complete system.							N	$ -	Gilbane Agrees		
Scope Item #3	3. Provide Amico Mesh Screen. Basis of design model Apex03, 26% open area, 6"x2.5" pitch, powder coated manufacturers standard selections.							N	$ -	Gilbane Agrees		
Scope Item #4	4. All exterior systems to have Florida Product Approvals for Category 4, 160-mph ultimate wind speeds. If there is no Florida Product Approval, it is this trade contractor's responsibility to provide third party engineering for local approvals.							Y	Included			
Scope Item #5	5. Provide electronic files of shop drawings for use by the tilt-wall contractor for coordination of panel opening and embeds required by this contractor.							Y	Included			
Scope Item #6	6. Provide all blocking, flashings, sill pans, trims, break metal, attachments, and sealants required for complete operable assemblies.							Y	Included			
Scope Item #7	7. Provide all sealants for both interior and exterior of assemblies to ensure							Y	Included			
Scope Item #8	8. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.							Y	Included			
Scope Item #9	9. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to recycled content and low VOC sealants.							Y	Included			
Scope Item #10	10. Provide aluminum sunshades above windows as called out on exterior elevations.							Y	Included			
Scope Item #11	11. Contractor shall provide rough openings in walls, this Trade Contractor shall provide blocking/nailers, and shims required for proper installation within openings. Provide survey of rough openings noting openings that require re-work prior to start of installation.							Y	Included			

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

				Kraz Metals LLC			Peachtree		
Trade Contractor Quote Date	7/30/26								
Gilbane Team Member Responsible for Scope	Berat Akkaya			Daniel O'Malley			Andrew Jennings		
E-mail Address	Bakkaya@gilbaneco.com			omalley@krazmetals.com					
Phone Number	(904)200-8204								
Bid Package 08B.2	**Amico Mesh**			$ 268,210			$ 258,000		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included	Screens & Polycarbonate	Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		N		EMR is good, need prequalified in Compass	N		
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		Y	Included	
Delegated Design		Yes		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included	
Schedule		Yes		Y	Included	5-6 weeks for Panels, 10-12 weeks fabrication	Y	Included	
Logistics		Yes		Y	Included		Y	Included	
Mockup		Yes		Y	Included	In-place mock up	Y	Included	
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	---------	---------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	1. Provide all aluminum windows, glass and glazing, aluminum entrances, storefronts, door hardware, curtainwalls, transaction windows, and unframed mirrored glass complete.	Yes		N	$ -	Only Amico Mesh			
Scope Item #2	2. Provide all translucent panels including prefinished sill pan and transition flashing, blocking, sill plate anchoring and all sealants for a complete system.	Yes		N					
Scope Item #3	3. Provide Amico Mesh Screen. Basis of design model Apex03, 26% open area, 6"x2.5" pitch, powder coated manufacturers standard selections.	Yes		y	Included				
Scope Item #4	4. All exterior systems to have Florida Product Approvals for Category 4, 160-mph ultimate wind speeds. If there is no Florida Product Approval, it is this trade contractor's responsibility to provide third party engineering for local approvals.	Yes		Y	Included	Florida Product Approval may not be available. Kraz Metals includes signed and sealed shop drawings and calcs for local approvals.			
Scope Item #5	5. Provide electronic files of shop drawings for use by the tilt-wall contractor for coordination of panel opening and embeds required by this contractor.	Yes		Y	Included				
Scope Item #6	6. Provide all blocking, flashings, sill pans, trims, break metal, attachments, and sealants required for complete operable assemblies.	Yes		Y	Included				
Scope Item #7	7. Provide all sealants for both interior and exterior of assemblies to ensure weather	Yes		Y	Included				
Scope Item #8	8. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included				
Scope Item #9	9. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work including but not limited to recycled content and low VOC sealants.	Yes		Y	Included				
Scope Item #10	10. Provide aluminum sunshades above windows as called out on exterior elevations.	Yes		N	$ -				
Scope Item #11	11. Contractor shall provide rough openings in walls, this Trade Contractor shall provide blocking/nailers, and shims required for proper installation within openings. Provide survey of rough openings noting openings that require re-work prior to start of installation.	Yes		N					
Scope Item #12	12. Provide all glass that meets the design intent of Category 4 hurricanes at 160-mph ultimate wind speeds, glazing to match storefront system for a complete unit.	Yes		Y	Included	Florida Product Approval may not be available. Kraz Metals includes signed and sealed shop drawings and calcs for local approvals.			
Scope Item #13	13. Provide all glass for all door lite kits required in hollow metal frames and doors, and wood doors. Lite kits and stops provided by others for installation by this contractor including all work associated with drilling of all lite kits installed in tilt walls. Trim out all lite kits after installation including countersinking of all nails.	Yes		N	$ -				
Scope Item #14	14. Prep all aluminum entrances for security system and/or access control as required. Coordinate installation with electrical/security contractor. Furnish a complete turnkey door hardware materials per listed door hardware for a fully functional system.	Yes		N	$ -				
Additional Scope Clarifications									
Clarificaiton #1	Amico Mesh - Will send revised quote for 160 mph winds; thickness to increase to 3/16" and vertical members increase to 18" OC	Yes		Y	$ 51,170				
Clarification #2	Credit of both scopes awarded together (Translucent panels + Amico Mesh)	Yes		G	$ -	($12,000) N/A due to Curtain Wall change			

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

				Kraz Metals LLC			Peachtree		
Trade Contractor Quote Date	7/30/26								
Gilbane Team Member Responsible for Scope	Berat Akkaya								
E-mail Address	Bakkaya@gilbaneco.com			Daniel O'Malley			Andrew Jennings		
Phone Number	(904)200-8204			omalley@krazmetals.com					
Bid Package 08B.2	**Amico Mesh**			$ 268,210			$ 258,000		
		Yes							
	Potential P&P Bond in lieu of SDI	Yes		G	$ 4,356		G	$ 4,386	
		Yes							
Allowances		**Required**	**Confirmation (Y/N)**						
Owner Allowance	**Description:**	----------	----------						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior		Yes							
		Yes							
		Yes							
Allocations		**Required**	**Confirmation (Y/N)**						
Contractor / Trade Allocation	**Description:**	**Yes**							
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description**	----------	----------						
		No	With Division?						
		No	Not Required						
	Base Bid Subtotal			$ 268,210			$ 258,000		
	Trade Contractor Plugs			$ -			$ -		
	GILBANE Qualified Plugs Total			$ 4,356			$ 4,386		
	Owner Allowances			$ -			$ -		
	Contractor Allocations			$ -			$ -		
	Reconciled Bid Amount			$ 272,566			$ 262,386		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26		American Roll-up Door Company			Florida Door Solutions					DH Pace						
			(904) 599-2941			(407) 948-8652					407-466-8807						
Gilbane Team Member Responsible for Scope	Berat Akkaya		Dirk Williamson			Bill Cook					Nikki Cook						
E-mail Address	Bakkaya@gilbaneco.com		k.williamson@americanrollupdoor.c			billcook@fladoor.com					Nikki.cook@dhpace.com						
Phone Number	(904)200-8204																
Bid Package 08C	**Overhead Doors**		$ 510,890								$ 492,430						
			Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments				
General Project Requirements																	
Trade Contractor will sign Gilbane's subcontract agreement without comment:											Y	Included					
Trade Contractor has accepted the terms of the Owner / Prime Agreement:											Y	Included					
Trade Contractor is prequalified in Gilbane's qualification system:											Y	Included					
Trade Contractor has accepted the following exhibits that are part of the Project Manual:											Y	Included					
BIM participation and Execution plan											N	$ -	Not required				
Delegated Design											Y	Included	FPA/Miami Dade NOA, no need for delegated engineering				
Contract Documents											Y	Included	No fenestrations in OH Doors				
General Requirements											Y	Included					
Project Manual											Y	Included					
Schedule											Y	Included	Fabrication - 3-4 weeks				
Logistics											Y	Included					
Mockup											N	$ -	Not required				
Bid per Plans and Specifications?	Any alternates need to be called out										y	Included	Drawings dated 7/6				
All Addendum Included:	Addendum #1										Y	Included					
All Taxes											y	Included					
Community Impact and Engagement Status:	MWBE/MBE etc.										N	$ -					
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:											Y	Included					
General Liability Insurance	Higher coverage required if work requires crane mobilization										Y	Included					
Workers Comp Insurance											Y	Included					
Professional Liability	If work includes delegated design, include professional liability insurance										Y	Included					
Auto Liability											Y	Included					
Trade Specific Scope																	
Drawing or Specification # and Detail	**Description:**																
This Agreement shall include, but not be limited to:																	
Specific Scope of Work																	
Scope Item #1	1. Provide all labor, material, equipment, tools, layout, supervision, and miscellaneous items necessary to complete all overhead door work.										Y	Included					
Scope Item #2	2. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.										Y	Included					
Scope Item #3	3. Field verify all rough opening dimensions, prior to shop fabrication.										Y	Included					
Scope Item #4	4. Provide all overhead door motors, tracks, guides, steel angles, channels, plates, and sensors. This trade contractor shall review the architectural and structural documents to include all necessary structural components required to meet Florida Product Approvals standards of installation that are not shown by the contract documents.										Y	Included					
Scope Item #5	5. All overhead doors to be coiling insulated and coiling type unless noted otherwise.										Y	Included					
Scope Item #6	6. Provide all code required door accessors such as photo eyes or warning lights as required.										Y	Included					
Scope Item #7	7. Provide all OH Door accessories including but not limited to door operating buttons, door bottom, door seals, track/rollers, locking mechanism, etc.										Y	Included					
Scope Item #8	8. Provide wood blocking if required for the OH Door systems including if required for door track mounting.										Y	Included					
Scope Item #9	9. Provide all low voltage wiring. Electrical Trade contractor will only provide power and connection to motor. All other inter-wiring is to be provided by the Overhead door trade contractor.										Y	Included					
Scope Item #10	10. At the end of installation, provide final adjustment of OH Doors including opening/closing speed and opening closing distances.										Y	Included					
Scope Item #11	11. Include one additional mobilization trip to re-adjust OH Doors within 60 days of substantial completion including maintenance such as lubricating tracks/rollers.										Y	Included					
Scope Item #12	12. Coordinate with electrical drawings for power requirements, it is this trade's responsibility to provide the correct motor matching the phasing and voltage per the electrical drawings. If there are discrepancies, it is this contractor's responsibility to inform Gilbane.										Y	Included					
Additional Scope Clarifications																	

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																		
Gilbane Team Member Responsible for Scope	Berat Akkaya																		
E-mail Address	Bakkaya@gilbaneco.com																		
Phone Number	(904)200-8204																		
					Collins Construction					Abercrombie				Acousti					
					(386) 310-9399														
					Josh Lamont														
					jlamont@collinsfl.com														
					755,800					1,400,000				No bid					
Bid Package 09A	**Drywall, Framing, Acoustical**																		
					Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments		Y,N,G,OA,CA	Value ($)	Comments			
General Project Requirements		**Required**	**Confirmation (Y/N)**												ACT Only				
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included				Y	Included									
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included				Y	Included									
Trade Contractor is prequalified in Gilbane's qualification system:		Yes			Included				Y	Included									
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included				Y	Included									
BIM participation and Execution plan		Yes		Y	Included				Y	Included									
Delegated Design		Yes		Y	Included				Y	Included									
Contract Documents		Yes		Y	Included				Y	Included									
General Requirements		Yes		Y	Included				Y	Included									
Project Manual		Yes		Y	Included				Y	Included									
Schedule		Yes		Y	Included				Y	Included									
Logistics		Yes		Y	Included				Y	Included									
Mockup		Yes		Y	Included				Y	Included									
		Yes																	
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included				Y	Included									
All Addendum Included:	Addendum #1	Yes		Y	Included				Y	Included									
All Taxes		Yes		Y	Included				Y	Included									
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included				Y	Included									
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included				Y	Included									
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included				Y	Included									
Workers Comp Insurance		Yes		Y	Included				Y	Included									
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included				Y	Included									
Auto Liability		Yes		Y	Included				Y	Included									
		Yes																	
		Yes																	
Trade Specific Scope		**Required**	**Confirmation (Y/N)**																
Drawing or Specification # and Detail	**Description:**	----------	----------																
This Agreement shall include, but not be limited to:		Yes																	
Specific Scope of Work		Yes																	
Scope Item #1	1. This trade contractor shall furnish all labor, materials, tools, supervision, temporary and miscellaneous items to completely install all metal framing, insulation, drywall, sealants, foam, sound attenuation blankets, fire spray, control joints, etc. to complete this scope of work.	Yes		Y															
Scope Item #2	2. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y															
Scope Item #3	3. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y															
Scope Item #4	4. This trade contractor shall permanently identify/stencil all fire walls, fire barriers, fire partitions, smoke barriers, smoke partitions with signs and/or stenciling required to meet local, state and federal codes.	Yes		Y															
Scope Item #5	5. At walls with sound attenuation blankets provide sound attenuation blankets on ceiling to 2'-0" on both sides of wall except at walls with sound attenuation blankets extending to structure.	Yes		Y															
Scope Item #6	6. This trade contractor shall furnish and install all rated shafts per the contract documents.	Yes		Y															
Scope Item #7	7. Furnish and install all UL rated head-of-wall details including details at CMU walls.	Yes		Y	Included	Does not include at CMU Walls													
Scope Item #8	8. All blocking, plywood, wood supports, and metal strapping shall be furnished and installed by this trade contractor. This trade contractor shall coordinate with other trades, the floor plans and the FF&E plan as well for all additional blocking/support required.	Yes		Y	Included	Includes intumescent painting													
Scope Item #9	9. Stud thickness and depth per contract drawings and as required by performance requirements for horizontal deflection of 1/240 of the wall height based on horizontal loading of 5 lbf/sq ft.	Yes		Y	Included														
Scope Item #10	10. This trade contractor shall fill all voids with mineral wool, insulation, etc. as indicated on the contract documents at the top of walls and/or bottom of decks.	Yes		Y	Included														
Scope Item #11	11. This trade contractor shall coordinate stud infill framing with the structural steel cross bracings.	Yes		Y	Included														
Scope Item #12	12. This trade contractor shall furnish all sealant and caulking at doors, frames, windows, bottom and top of walls as required.	Yes		Y	Included	Included only at head and base of wall. Around doors and frames by Painter.													
Scope Item #13	13. Include 200 hours of drywall touch up at the sole discretion of Gilbane.	Yes		Y	Included														
Scope Item #14	14. Include MR board for drywall top out.	Yes		Y	Included														
Scope Item #15	15. Include MR board at all wet locations	Yes		Y	Included														
Scope Item #16	16. All cold-formed metal framing shall be furnish and installed by this trade contractor. Where engineering is required, this trade contractor shall provide engineered drawings for review and approval. Provide deflection track & clips in accordance with the contract documents.	Yes		Y	Included														
Scope Item #17	17. Provide all DensGlass and exterior sheathing over CFMF that this trade contractor has installed.	Yes		Y	Included	Please breakout DensGlass from CFMF													
Scope Item #18	18. This trade contractor should install all FRP as called on contract documents including behind the metal ladders to roof.	Yes		N	$ 800	Includes at mop sinks. Collins to include FRP behind roof ladder													
Scope Item #19	19. This trade contractor shall receive and inventory all HM frames in metal stud openings, frames provided by others. Frames must be inspected and stored in safe area preventing damage. Damage to frames is the responsibility of this trade contractor.	Yes		Y	Included														
Scope Item #20	20. Tile backer board where wall tiling is shown shall be furnished and installed by this trade contractor.	Yes		Y	Included														
Scope Item #21	21. This trade contractor shall install all hard ceilings and soffits as depicted on the contract documents.	Yes		Y	Included														
Scope Item #22	22. This trade contractor shall install all drop ceiling, acoustical ceiling panels, planks, wood slat ceiling system and associated trim as depicted.	Yes		Y	Included														
Scope Item #23	23. Install access panels in hard ceilings provided by OTHERS.	Yes		Y	Included														
Scope Item #24	24. Acoustical joint sealants where specified at STC rated assemblies shall be provided by this trade contractor.	Yes		Y	Included														
Scope Item #25	25. Where drywall surfaces extend more than 20 LF continuously or 400 SF continuously, this trade contractor shall provide for approval an expansion control plan for approval prior to installing the metal framing meeting the USGA criteria. This include ceilings, walls, and bulkheads.	Yes		Y	Included														
Scope Item #26	26. This trade contractor to provide and install all solid surface sills at windows.	Yes		N	$ -	Gilbane Agrees													
Scope Item #27	27. Spray foam insulation (R-38) underside of metal deck at mezzanine.	Yes		N	$ -	Gilbane Agrees - Included in BP 07__ Spray Foam													
Additional Scope Clarifications																			
Clarification #1	CMU head-of-wall detail	Yes		N	$ 12,300	Collins to provide pricing													

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26			Collins Construction			Abercrombie			Acousti		
				(386) 310-9399								
Gilbane Team Member Responsible for Scope	Berat Akkaya			Josh Lamont								
E-mail Address	Bakkaya@gilbaneco.com			jlamont@collinsfl.com								
Phone Number	(904)200-8204											
Bid Package 09A	**Drywall, Framing, Acoustical**			$ 755,800			$ 1,400,000			No bid		
Clarification #2	Wall Framing above wash bay tilt wall at grid line 3, A3/2A-352	Yes		N	$ 2,800							
Clarification #3	Deduct DensGlass at Wash Building	Yes		N	$ (57,800)		G	$ (50,000)				
Clarification #4	Deduct DensGlass at Fleet Maintenance Building	Yes		N	$ (30,100)		G	$ (50,000)				
Clarification #5	16 ga Hat Channel t 30" OC at metal panels Wash Building	Yes		N	$ -	N/A - Included in 07A Roofing - Collins Add $44,200						
Clarification #6	16 ga Hat Channel t 30" OC at metal panels Fleet Maintenance	Yes		N	$ -	N/A - Included in PEMB Pkg - Collins Add $27,400						
Clarification #7	Revise detail A6/1S-421 with 1-HR rated framed wall.	Yes		N	$ 5,100	See PB RFI #____ (Re: Hilti fireproofing assembly)						
Clarification #8	Light Gauge Drywall Bulkhead in Corridor 100C for rooms 119 and 100C.1	Yes		N	$ 1,500							
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 755,800			$ 1,400,000					
	Trade Contractor Plugs			$ (65,400)			$ -			$ -		
	GILBANE Qualified Plugs Total			$ -			$ (100,000)			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 690,400			$ 1,300,000			$ -		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26		Dixie Contract Carpet			Spectra Contract Flooring		
			(904) 315-1531			(904) 662-6062		
Gilbane Team Member Responsible for Scope	Berat Akkaya		Jim Hesson			Kenny Weiss		
E-mail Address	Bakkaya@gilbaneco.com		jhesson@dixiecc.com			kenny.weiss@spectracf.com		
Phone Number	(904)200-8204							
Bid Package 09B	**Flooring**		$ 129,600			$ 133,510		
			Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements								
Trade Contractor will sign Gilbane's subcontract agreement without comment:			Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:			Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:			Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:			Y	Included		Y	Included	
BIM participation and Execution plan			Y	Included		Y	Included	Not required - Gilbane Agrees
Delegated Design			Y	Included		Y	Included	
Contract Documents			Y	Included		Y	Included	
General Requirements			Y	Included		Y	Included	
Project Manual			Y	Included		Y	Included	
Schedule			Y	Included		Y	Included	
Logistics			Y	Included		Y	Included	
Mockup			Y	Included		Y	Included	In-place mock-ups
Bid per Plans and Specifications?	Any alternates need to be called out		Y	Included		Y	Included	
All Addendum Included:	Addendum #1		Y	Included		Y	Included	
All Taxes			Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.		N			N	$ -	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:			Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization		Y	Included		Y	Included	
Workers Comp Insurance			Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance		Y	Included		Y	Included	
Auto Liability			Y	Included		Y	Included	
Trade Specific Scope								
Drawing or Specification # and Detail	**Description:**							
This Agreement shall include, but not be limited to:								
Specific Scope of Work								
Scope Item #1	1. Provide and install LVT, Walk-off Matts, Sealed Concrete, Polished Concrete, Stained Polished Concrete, hard tile, resilient base and all resilient molding accessories as required to deliver a turnkey installation.		Y	Included		Y	Included	
Scope Item #2	2. Provide installation of all rubber nosing at stairs per the finish schedule.		Y	Included		Y	Included	
Scope Item #3	3. Provide all cleaning, stripping, and floor leveling/flash patching as required to produce a level floor free from humps, dips and dimples and in accordance with manufacturer's recommended tolerances.		Y	Included		Y	Included	
Scope Item #4	4. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.		Y	Included		Y	Included	
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.		Y	Included		Y	Included	
Scope Item #6	6. Include probes for moisture testing at SOG prior to installation of finish flooring.		Y	Included		Y	Included	
Scope Item #7	7. Provide all premium glue/adhesive and accessories that allows installation of finish floor without moisture testing.		Y	Included		Y	Included	99% RH
Scope Item #8	8. It is the responsibility of this trade contractor to produce smooth and level transitions between the various flooring types using flash patching, transition/reducer strips, or other appropriate means in accordance with contract documents.		Y	Included		Y	Included	
Scope Item #9	9. Assume all wash building flooring is to be Sealed Concrete, include base in interior space.		Y	Included		Y	Included	
Scope Item #10	10. Allow for expansion joint covers, floor drains and/or any other penetration through the floor or walls.		Y	Included		Y	Included	
Scope Item #11	11. Provide all necessary ventilation as necessary to maintain safe air quality during installation of this flooring work.		Y	Included		Y	Included	
Scope Item #12	12. Provide vinyl base on all cabinetry toe kick spaces.		Y	Included		Y	Included	
Scope Item #13	13. Provide all labor, material, equipment and service required to complete all Tile Work as required and/or indicated in the contract documents. Work includes, but is not limited to, wall and floor tile and base, setting materials, grout materials, stone threshold, tile cleaning, crack isolation membrane installation, and all other related work specific within the contract documents.		Y	Included		Y	Included	
Scope Item #14	14. Include floating all walls prior to installation.		Y	Included		Y	Included	
Scope Item #15	15. Include crack suppression at all areas receiving hard tile.		Y	Included		Y	Included	Only at floor tiles
Scope Item #16	16. Include multiple mobilization as needed, tile flooring installation will take prior to soft flooring installation.		Y	Included		Y	Included	
Scope Item #17	17. Provide all necessary equipment, grout, cleaning agents required.		Y	Included		Y	Included	
Scope Item #18	18. Verify floor substrate is sloped to drain or that setting bed sloped to drain.		Y	Included		Y	Included	
Scope Item #19	19. Provide grout around floor drains to allow complete installation of your work.		Y	Included		Y	Included	
Scope Item #20	20. Provide any temporary lighting you may require for your own work.		Y	Included		Y	Included	
Scope Item #21	21. Caulk all joints within your work and to adjacent materials, and around objects furnished and installed by others which are within your work.		Y	Included		Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Dixie Contract Carpet			Spectra Contract Flooring		
Trade Contractor Quote Date	7/30/26						
Gilbane Team Member Responsible for Scope	Berat Akkaya	(904) 315-1531			(904) 662-6062		
E-mail Address	Bakkaya@gilbaneco.com	Jim Hesson			Kenny Weiss		
Phone Number	(904)200-8204	jhesson@dixiecc.com			kenny.weiss@spectracf.com		
Bid Package 09B	**Flooring**	$ 129,600			$ 133,510		
Scope Item #22	22. This contractor is responsible for fine broom-sweep and scrape the floors as necessary prior to the start of all flooring installation work.	Y	Included		Y	Included	
Additional Scope Clarifications							
Clarification #1	Scope Item #9 - Credit Sealed Concrete from exterior locations in Wash Building				N		
Clarification #2	Products used for Sealed Concrete and Polished Concrete				Y	Included	PROSOCO LS GUARD & GEMSTONE
Clarification #3	QTO adjustments, price changes				Y	Included	
Clarification #4	Adder for sealed concrete at equipment rooms at wash building				N		
Clarification #5	Sealed and Polished Concrete				N		
Clarification #6	Floor Prep Included	N	$ 5,000		Y	Included	
Allowances							
Owner Allowance	**Description:**						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.							
Allocations							
Contractor / Trade Allocation	**Description:**						
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.							
Exclusion / Coordination							
Drawing or Specification # and Detail	**Description**						

Base Bid Subtotal	$ 129,600	$ 133,510
Trade Contractor Plugs	$ 5,000	$ -
GILBANE Qualified Plugs Total	$ -	$ -
Owner Allowances	$ -	$ -
Contractor Allocations	$ -	$ -
Reconciled Bid Amount	$ 134,600	$ 133,510

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26								
Gilbane Team Member Responsible for Scope	Berat Akkaya			Spectra Contract Flooring			Percopo		
E-mail Address	Bakkaya@gilbaneco.com			(904) 662-6062			(407) 492-1243		
Phone Number	(904)200-8204			Kenny Weiss			Sid Moore		
				kenny.weiss@spectracf.com			sid@pccusa.com		
Bid Package 09B,2	**Sealed and Polished Concrete**			$ 154,979			$ 64,561		
				Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included	Not required - Gilbane Agrees	N	$ -	Not required
Delegated Design		Yes		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included	
Schedule		Yes		Y	Included		Y	Included	
Logistics		Yes		Y	Included		Y	Included	
Mockup		Yes		Y	Included	In-place mock-ups	Y	Included	in place mock up
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		N	$ -		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	----------	----------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	1. Provide and install LVT, Walk-off Matts, Sealed Concrete, Polished Concrete, Stained Polished Concrete, hard tile, resilient base and all resilient molding accessories as required to deliver a turnkey installation.	Yes		n			N		Sealed, Polished and stained polished concrete only
Scope Item #2	2. Provide installation of all rubber nosing at stairs per the finish schedule.	Yes		n			N		
Scope Item #3	3. Provide all cleaning, stripping, and floor leveling/flash patching as required to produce a level floor free from humps, dips and dimples and in accordance with manufacturer's recommended tolerances.	Yes		Y	Included		Y	Included	
Scope Item #4	4. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included		Y	Included	
Scope Item #5	5. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y	Included		Y	Included	
Scope Item #6	6. Include probes for moisture testing at SOG prior to installation of finish flooring.	Yes		n			N		
Scope Item #7	7. Provide all premium glue/adhesive and accessories that allows installation of finish floor without moisture testing.	Yes		N		99% RH	N		
Scope Item #8	8. It is the responsibility of this trade contractor to produce smooth and level transitions between the various flooring types using flash patching, transition/reducer strips, or other appropriate means in accordance with contract documents.	Yes		N			N		
Scope Item #9	9. Assume all wash building flooring is to be Sealed Concrete, include base in interior space.	Yes		Y	Included		Y	Included	
Scope Item #10	10. Allow for expansion joint covers, floor drains and/or any other penetration through the floor or walls.	Yes		N			N		
Scope Item #11	11. Provide all necessary ventilation as necessary to maintain safe air quality during installation of this flooring work.	Yes		Y	Included		Y	Included	
Scope Item #12	12. Provide vinyl base on all cabinetry toe kick spaces.	Yes		N			N		
Scope Item #13	13. Provide all labor, material, equipment and service required to complete all Tile Work as required and/or indicated in the contract documents. Work includes, but is not limited to, wall and floor tile and base, setting materials, grout materials, stone threshold, tile cleaning, crack isolation membrane installation, and all other related work specific within the contract documents.	Yes		N			N		
Scope Item #14	14. Include floating all walls prior to installation.	Yes		N			N		
Scope Item #15	15. Include crack suppression at all areas receiving hard tile.	Yes		N		Only at floor tiles	N		
Scope Item #16	16. Include multiple mobilization as needed, tile flooring installation will take prior to soft flooring installation.	Yes		N			N		
Scope Item #17	17. Provide all necessary equipment, grout, cleaning agents required.	Yes		N			N		
Scope Item #18	18. Verify floor substrate is sloped to drain or that setting bed sloped to drain.	Yes		N			N		
Scope Item #19	19. Provide grout around floor drains to allow complete installation of your work.	Yes		N			N		
Scope Item #20	20. Provide any temporary lighting you may require for your own work.	Yes		N			N		
Scope Item #21	21. Caulk all joints within your work and to adjacent materials, and around objects furnished and installed by others which are within your work.	Yes		N			N		
Scope Item #22	22. This contractor is responsible for fine broom-sweep and scrape the floors as necessary prior to the start of all flooring installation work.	Yes		N			N		
Additional Scope Clarifications									
Clarification #1	Scope Item #9 - Credit Sealed Concrete from exterior locations in Wash Building	Yes		N			N	$ -	
Clarification #2	Products used for Sealed Concrete and Polished Concrete	Yes		Y	Included	PROSOCO LS GUARD & GEMSTONE	Y	Included	PROSOCO LS GUARD
Clarification #3	QTO adjustments, price changes	Yes		Y	Included		N	$ (14,870)	
Clarification #4	Adder for sealed concrete at equipment rooms at wash building	Yes		N			N	$ 1,857	
Clarification #5	Sealed and Polished Concrete	Yes		N			Y	Included	
Clarification #6	Floor Prep Included	Yes		Y	Included		Y	Included	
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Spectra Contract Flooring	Percopo
Trade Contractor Quote Date	7/30/26			(904) 662-6062	(407) 492-1243
Gilbane Team Member Responsible for Scope	Berat Akkaya			Kenny Weiss	Sid Moore
E-mail Address	Bakkaya@gilbaneco.com			kenny.weiss@spectracf.com	sid@pccusa.com
Phone Number	(904)200-8204				
Bid Package 09B,2	**Sealed and Polished Concrete**			$ 154,979	$ 64,561
		Yes			
		Yes			
		Yes			
Allowances		**Required**	**Confirmation (Y/N)**		
Owner Allowance	**Description:**	----------	----------		
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
Allocations		**Required**	**Confirmation (Y/N)**		
Contractor / Trade Allocation	**Description:**	Yes			
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
		Yes			
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**		
Drawing or Specification # and Detail	**Description**	----------	----------		
		No	With Division?		
		No	Not Required		
	Base Bid Subtotal			$ 154,979	$ 64,561
	Trade Contractor Plugs			$ -	$ (13,013)
	GILBANE Qualified Plugs Total			$ -	$ -
	Owner Allowances			$ -	$ -
	Contractor Allocations			$ -	$ -
	Reconciled Bid Amount			$ 154,979	$ 51,548

Sealed & Polished Concrete Only

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Percopo			S. David & Co.			Cherry Coatings		
Trade Contractor Quote Date	#REF!	(407) 402-1243			(904) 302-1955			(407) 574-1636		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Sid Moore			Greg Burley			Rene Flores		
E-mail Address	Bakkaya@gilbaneco.com	sid@pccusa.com			greg@sdavid.com			rene@cherrycoatings.com		
Phone Number	(904)200-8204									
Bid Package 09C	**Painting**	$ 435,347			$ 645,940			$ 421,978		
		Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		N	$ -	Not required	N			N		
Delegated Design		N	$ -	Not required	N			N		
Contract Documents		Y	Included		Y	Included		Y	Included	
General Requirements		Y	Included		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included		Y	Included	
Schedule		Y	Included		Y	Included		Y	Included	
Logistics		Y	Included		Y	Included		Y	Included	
Mockup		Y	Included	In-place mock-ups only	Y	Included		Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	WMBE	100.00%	Y	Included		Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included		Y	Included	
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. Provide all labor, material, equipment, overhead and services required to complete all painting and high performance coating work in accordance with the Contract Documents: Scope of work can include, but is not limited to, painting of interior and exterior walls, ceilings, soffits, fascia, light coves, hollow metal doors & frames, bollards, roof scuttle, exposed loose lintels, exposed exterior relieving angles, railings, stairs, exposed steel, interior louvers, exposed ductwork and piping.	Y	Included		Y	Included		Y	Included	
Scope Item #2	2. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y			Y	Included		Y	Included	
Scope Item #3	3. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y			Y	Included		Y	Included	
Scope Item #4	4. Exterior painting on all tilt-up shall be provided by this trade contractor. This trade contractor shall coordinate with Sealants trade contractor to confirm compatibility of products specified/provided prior to commencement.	Y			Y	Included		Y	Included	
Scope Item #5	5. This trade contractor reviews and accept all surfaces that are receiving paint, proper preparation including pressure washing where applicable prior to painting is the responsibility of this trade contractor.	Y			Y	Included		Y	Included	
Scope Item #6	6. Paint all exposed structure, electrical, ductwork, fire sprinkler, steel catwalk, and other exposed items (all walls and ceiling).	Y			Y	Included		Y	Included	
Scope Item #7	7. It is this contractor's responsibility to use proper primer prior to applying high performance coat on galvanized surfaces on steel bollards, steel stairs, walkways, rail systems, guardrails and the like.	Y	Included		Y	Included		Y	Included	
Scope Item #8	8. This trade contractor is responsible for proper testing of moisture in all substrates coated by this subcontractor.	Y	Included		Y	Included		Y	Included	
Scope Item #9	9. Paint all access panels, louvers, visible coves or encasements, visible electrical panels etc. to be painted to match adjacent surfaces.	Y	Included		Y	Included		Y	Included	
Scope Item #10	10. Provide and install all sealed concrete, polished concrete, stained concrete work per contract documents, provide a breakout cost for this work. Assume wash building receives sealed concrete.	Y	Included		Y	Included		Y	Included	
Scope Item #11	11. Include all floor painting and striping per the equipment drawings in fleet maintenance building and wash building.	Y	Included		Y	Included		Y	Included	
Scope Item #12	12. All exposed metal surfaces will require painting by this trade contractor.	Y	Included		Y	Included		Y	Included	
Scope Item #13	13. Painter's caulk includes caulk in between all dissimilar materials to drywall including but not limited to, casework backsplash, hollow metal frames, aluminum frames, misc. equipment frames and the like.	Y	Included		Y	Included		Y	Included	
Scope Item #14	14. Provide caulking at all ceiling grid to adjacent walls.	Y	Included		Y	Included		Y	Included	
Scope Item #15	15. Caulk around all ceiling/wall mounted devices, access panels and the like.	Y	Included		Y	Included		Y	Included	
Scope Item #16	16. Paint all concrete housekeeping pads.	Y	Included		Y	Included		Y	Included	

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Holman	McLeod General Trades
Trade Contractor Quote Date	7/30/26		(352) 558-4084
Gilbane Team Member Responsible for Scope	Berat Akkaya	Ameenah Williams	Mark Marino
E-mail Address	Bakkaya@gilbaneco.com	awilliams@holman-inc.com	mark@mcleodgeneraltrades.com
Phone Number	(904)200-8204		
		$ 107,711	$ 99,100

Bid Package 10A	Specialties	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements							
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y			Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:					Y	Included	
BIM participation and Execution plan		N		Gilbane Agrees	N	-	Not required
Delegated Design		Y	Included	Flagpole will be third party engineering by vendor for cat 4 winds	Y	Included	Flagpole will be third party engineering FL PE
Contract Documents		Y	Included	Holman to review if chosen as qualified bidder	Y	Included	
General Requirements		Y	Included		Y	Included	
Project Manual		Y	Included		Y	Included	
Schedule		Y	Included	Window shades, lockers estimated 12 weeks out after submittal approval	Y	Included	10-12 weeks for toilet partitions
Logistics		Y	Included		Y	Included	
Mockup		Y	Included	Coordinated by Holman PM	N	$ -	Not required
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Y	Included		Y	Included	
All Taxes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Y	Included	WBE	N	$ -	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included	
Workers Comp Insurance		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included	
Auto Liability		Y	Included		Y	Included	
Trade Specific Scope							
Drawing or Specification # and Detail	**Description:**						
This Agreement shall include, but not be limited to:							
Specific Scope of Work							
Scope Item #1	1. This trade contractor shall furnish all labor, material, equipment, tools, layout, supervision, temporary and miscellaneous items necessary to complete install the items per the specifications listed above.	Y	Included		Y	Included	
Scope Item #2	2. Provide layout drawings for all "in-wall" blocking requirements.	Y	Included	Holman PM to coordinate with GBC; Blocking by OTHERS	Y	Included	
Scope Item #3	3. Installation of all specialties (Toilet compartments, toilet, bath and laundry accessories, Fire Protection cabinets and Fire Extinguishers, Flag Poles) including but not limited to, receiving, unloading, storage, stating, protection, fasteners, hangers, glue, equipment, layout and miscellaneous items necessary for a complete installation.	Y	Included		Y	Included	
Scope Item #4	4. Furnish and install Hollman Locker Benches and Lockers in men's and women's restrooms.	Y	Included		Y	Included	
Scope Item #5	5. Provide and install a Turnkey Flagpole System including delegated foundation design by a FL Licensed Professional Engineer. Design to be for Category 4, 160 mph winds. Flagpole to be 30' high from the ground. Include installation and all material/accessories required for the foundation. Include two (2) standard size flags.	Y	Included	Foundation for Flagpole by OTHERS	Y	Included	Flagpole foundations by others.
Scope Item #6	6. Provide 4' tall stainless steel corner guards at all exposed gypsum board corners.	G	$ 5,000	Count needs adjustment	Y	Included	
Scope Item #7	7. Provide and install all Hunter Douglas roller shades and windows and storefronts.	Y	Included		N	$ 9,700	Will provide breakout cost
Scope Item #8	8. Provide and install all walk-off mats.	G	$ 5,000	Will check and revise if possible	N	$ -	Gilbane Agrees
Scope Item #9	9. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y	Included	Holman PM to coordinate with GBC	Y	Included	
Scope Item #10	10. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y	Included		Y	Included	
Additional Scope Clarifications							
Clarification #1	Visual Displays in 113 Training room	G	$ 5,000	Include mount, TV install by OTHERS	N	$ 2,200	
Clarification #2	4' Corner guards, 23 total	G	$ 5,000	Will revise	N	$ 3,000	$130/EA installed if additional needed
Clarification #3	Flagpole 30'	Y	Included		N	$ 9,800	
		CA	$ 3,000	Additional Owner requested Corner Guards	CA	$ 3,000	Additional Owner requested Corner Guards
Allowances							
Owner Allowance	**Description:**						

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Holman	McLeod General Trades
Trade Contractor Quote Date	7/30/26		(352) 558-4084
Gilbane Team Member Responsible for Scope	Berat Akkaya	Ameenah Williams	Mark Marino
E-mail Address	Bakkaya@gilbaneco.com	awilliams@holman-inc.com	mark@mcleodgeneraltrades.com
Phone Number	(904)200-8204		

Bid Package 10A	Specialties	$ 107,711	$ 99,100
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.			
Allocations			
Contractor / Trade Allocation	**Description:**		
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.			
Exclusion / Coordination			
Drawing or Specification # and Detail	**Description**		

Base Bid Subtotal	$ 107,711	$ 99,100
Trade Contractor Plugs	$ -	$ 24,700
GILBANE Qualified Plugs Total	$ 20,000	$ -
Owner Allowances	$ -	$ -
Contractor Allocations	$ 3,000	$ 3,000
Reconciled Bid Amount	$ 130,711	$ 126,800

Company

Name

Title

Signature

Date

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Gilbane Team Member Responsible for Scope: Berat Akkaya
E-mail Address: Bakkaya@gilbaneco.com
Phone Number: (904)200-8204

Trade Contactor Bid Leveling / Comparisons

Bid Package 10B	Signage			Environmental Graphics Group (727) 376-5596 Matt Wheeldon mwheeldon@egissigns.com			Vital Signs (407) 297-0680 Gary Stephens estimating@vitalsignsorlando.com		
				$ 41,817			$ 34,405		
General Project Requirements		**Required**	**Confirmation (Y/N)**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included				
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included				
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included				
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included				
BIM participation and Execution plan		Yes		N					
Delegated Design		Yes		N					
Contract Documents		Yes		Y	Included				
General Requirements		Yes		Y	Included				
Project Manual		Yes		Y	Included				
Schedule		Yes		Y	Included				
Logistics		Yes		Y	Included				
Mockup		Yes		Y	Included				
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included				
All Addendum Included:	Addendum #1	Yes		Y	Included				
All Taxes		Yes		Y	Included				
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included				
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included				
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included				
Workers Comp Insurance		Yes		Y	Included				
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included				
Auto Liability		Yes		Y	Included				
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	----------	----------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	1. This trade contractor shall furnish all labor, material, equipment, tools, layout, supervision and miscellaneous items necessary to complete all interior and exterior building signage installation.	Yes		Y	Included				
Scope Item #2	2. Include all cast aluminum signage on exterior elevations.	Yes		Y	Included				
Scope Item #3	3. Include all metal signage w/ reflective surface and text at Bays per exterior elevations.	Yes		Y	Included				
Scope Item #4	4. Include custom LEED signage per details.	Yes		Y	Included				
Scope Item #5	5. This contractor is responsible for providing their own lifts for work at heights to complete their own scope of work.	Yes		Y	Included				
Scope Item #6	6. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included				
Scope Item #7	7. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y	Included				
Additional Scope Clarifications									
Clarification #1	Safety Signage	Yes		N	$ 6,434		G	$ 18,000	Missing required signage scope & non-responsive to emails...
Clarification #2	Additional Signage as needed	Yes		CA	$ 2,500		CA	$ 2,500	
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Allowances		**Required**	**Confirmation (Y/N)**						
Owner Allowance	**Description:**	----------	----------						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Allocations		**Required**	**Confirmation (Y/N)**						
Contractor / Trade Allocation	**Description:**	Yes							

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Dittmer			Peachtree			Hutchinson Welding		
Trade Contractor Quote Date	7/30/26			(407) 699-1755			770-439-2120			386-649-9959		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Denise Condello			Andrew Jennings			Robert Hutchinson		
E-mail Address	Bakkaya@gilbaneco.com			denise@dittdeck.com			ajennings@peachtreecovers.com					
Phone Number	(904)200-8204											
Bid Package 10C	**Canopies**			$ 349,500			$ 125,495			$ 122,275		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes					Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes					Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes					Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes					Y	Included		Y	Included	
BIM participation and Execution plan		Yes					N	$ -	Not required	N		
Delegated Design		Yes					Y	Included		Y	Included	
Contract Documents		Yes					Y	Included		Y	Included	
General Requirements		Yes					Y	Included		Y	Included	
Project Manual		Yes					Y	Included		Y	Included	
Schedule		Yes					Y	Included	SD's - 6-8 weeks, Fabrication 12-14 weeks	Y	Included	
Logistics		Yes					Y	Included		Y	Included	
Mockup		Yes					N	$ -	Not required	N		
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes					Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes					Y	Included		Y	Included	
All Taxes		Yes					Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes					N	$ -		N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes					Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes					Y	Included		Y	Included	
Worker's Comp Insurance		Yes					Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes					Y	Included		Y	Included	
Auto Liability		Yes					Y	Included		Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #1	1. This Trade Contractor shall furnish and install all pre-engineered aluminum canopies as depicted on the contract documents.	Yes					Y	Included		Y	Included	
Scope Item #2	2. Provide all signed and sealed drawings and calculations. Canopies need to be designed to Category 4, Exposure C, 160-mph ultimate wind speed.	Yes		Y	Included	Add comment if needed	Y	Included		Y	Included	
Scope Item #3	3. Include all flashings, sealants associated with metal canopies to provide a sealed condition as detailed in the construction documents.	Yes		N	$ -	Sub Provided $15k add for this scope	Y	Included		Y	Included	
Scope Item #4	4. Alternate Pricing #1 – Prefinished Aluminum Sunshades.	Yes		G	$ -	N/A - Included in OBB Storefront	N	$ -	N/A - Included in OBB Storefront	N		
Scope Item #5	5. Alternate Pricing #2 – Galv. Steel Trellis at Main Entrance.	Yes					N	$ 20,054	Supporting Steel by other	G	$ 25,000	
Scope Item #6	6. Alternate Pricing #3 – Metal Screen Infill panels, BOD Amico Arch. Metal Systems	Yes					N	$ -	N/A - $258,000.00 Custom Fab if needed, 1/8"	N		
Scope Item #7	7. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes					Y	Included		Y	Included	
Scope Item #8	8. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Including but not limited to recycled content and low VOC adhesives. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes					Y	Included		Y	Included	
Additional Scope Clarifications												
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$		349,500	$		125,495	$		122,275
	Trade Contractor Plugs			$		-	$		20,054	$		-
	GILBANE Qualified Plugs Total			$		-	$		-	$		25,000
	Owner Allowances			$		-	$		-	$		-
	Contractor Allocations			$		-	$		-	$		-
	Reconciled Bid Amount			$		349,500	$		145,549	$		147,275

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Trade Contactor Bid Leveling / Comparisons

		Auto Development Group			Sunshine State Equipment			Hydraulic Supply Company			Florida Equipment Service			Interclean			ReladyDyne		
Gilbane Team Member Responsible for Scope		Berat Akkaya			Jennifer Myer			Mike Fox			Martin Liobell			Daren Roberts			Michael Lacey			Jay Ibanez		
E-mail Address		jennifer.l.myer@autodevgroup.com			mike@sunshineequipmentfl.com			martin.liobell@hydraulicsupply.com			daren@flequipment.com			michael.lacey@interclean.com			jay.ibanez@reladyne.com		
Phone Number		(904)200-8204			(407) 848-6115			(786) 873-4883			(904) 378-4466			(720) 827-2984			786-258-5823		
Bid Package 11A	**Equipment**	$ 4,611,642			$ 3,609,929			62,681			$ 2,331,147			$ 669,845			$ 3,988,370		
		Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments	Y,N,G,O,A,CA	Value ($)	Comments
General Project Requirements																			
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Y	Included		Y	Included	Has to review and accept										Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Y	Included		Y	Included	Has to review and accept										Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Y	Included		Y	Included											Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included											Y	Included	
BIM participation and Execution plan		N	$ -	Need to have BIM	Y	Included	Will join BIM Meetings but designer is not included										N		
Delegated Design		N	$ -		N												N		
Contract Documents		Y	Included		Y	Included											Y	Included	
General Requirements		Y	Included		Y	Included											Y	Included	
Project Manual		Y	Included		Y	Included											Y	Included	
Schedule		Y	Included	28 Weeks for HD Lifts	Y	Included	Lifts and Crane on 20 week leadtime; 12-14 weeks of installation										Y	Included	
Logistics		Y	Included		Y	Included											Y	Included	
Mockup		Y	Included	In-place mock-ups only	Y	Included											Y	Included	
Bid per Plans and Specifications?	Any alternates need to be called out	N		4/30/2025 Set is included, update.	Y	Included											N		
All Addendum included?:	Addendum #1	N			Y	Included											N		
All Taxes		Y	Included		Y	Included											Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -		N												N		
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included														Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included	$5M/$5M GL Umbrella included	Y	Included	All equipment delivered and hoisted with forklifts										Y	Included	
Workers Comp Insurance		Y	Included		Y	Included											Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included											Y	Included	
Auto Liability		Y	Included		Y	Included											Y	Included	
Trade Specific Scope																			
Drawing or Specification # and Detail	**Description:**																		
This Agreement shall include, but not be limited to:																	Y	Included	
Specific Scope of Work																	Y	Included	
Scope Item #1	1. This trade contractor shall furnish all labor, material, equipment, tools, layout, supervision, temporary and miscellaneous items necessary to completely install all maintenance service equipment and wash equipment as shown on equipment drawings.	Y	Included		Y	Included											Y	Included	
Scope Item #2	2. Complete a turnkey system for all vehicle service equipment, compressed air vehicle service equipment, vehicle wash equipment, vehicle shop equipment, vacuum equipment, vehicle lifts and conveying equipment, relocation of existing equipment (Owner supplied 20-ton lift) and all lubricating oils process piping.	Y			Y	Included											Y	Included	
Scope Item #3	3. All equipment shall be verified for a path of entry from the exterior of the building to the finish location by the trade contractor providing the equipment prior to building erection. Equipment to either be provided through designated door widths or temporary means to dismantle and reassemble the equipment or the building components shall be borne by the trade contractor providing the equipment.	Y			Y	Included											Y	Included	
Scope Item #4	4. Demonstration and onsite testing, and owner training shall be provided by this trade contractor.	Y			Y	Included											Y	Included	
Scope Item #5	5. Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Y			Y	Included											Y	Included	
Scope Item #6	6. Include all equipment shown on the equipment drawings per the schedules. Include all CF/CI, OF/OI and OF/CI equipment as shown on equipment schedules for maintenance and wash buildings. If there are any exclusions, equipment(s) need to be clearly highlighted. Provide a cost breakout for the CF/CI equipment and OF/OI equipment items.	Y	Included		Y	Included											N		
Scope Item #7	7. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y	Included		Y	Included											Y	Included	
Scope Item #8	8. Include all signage and striping per the equipment drawings.	N	$ -	Not included	N	$ -	Included by others (painter); no safety signage included either										Y	Included	
Scope Item #9	9. Furnish and install all compressed air piping and accessories, Lubrication fluid piping and accessories per equipment drawings and details.	Y	Included		Y	Included											N		
Scope Item #10	10. This trade contractor is to participate in BIM in coordination of all overhead work led by Gilbane. Refer to Project Manual for BIM standards and specifications, BIM execution plan for details.	N	$ -		Y	Included	Will join BIM Meetings but designer is not included										Y	Included	
Scope Item #11	11. This trade contractor to complete all underground work as required prior to pouring of SOG.	Y	Included		N	$ -	Check in conduit is ran to lifts underground; overhead recommended										Y	Included	
Scope Item #12	12. This trade contractor is responsible for all hangers, Unistrut, all threads, clips, supports, hoisting, scaffolding, manlifts associated with their own scope of work.	Y	Included		Y	Included											Y	Included	
Scope Item #13	13. Provide all stainless-steel heavy-duty metal cabinets, drawers, file cabinets with countertop as shown on interior elevations 1A-406.	Y	Included		Y	Included											Y	Included	
Scope Item #14	14. Provide all equipment and piping as shown in wash building drawings. Include hose reels eq. item #3705 on low and high locations per the elevations total of (12) including overhead piping to high pressure washers.	Y	Included		Y	Included											Y	Included	
Scope Item #15	15. This trade contractor to verify power requirements for all their own equipment referencing electrical panel drawings to validate conformity, any discrepancies shall be noted to Gilbane at the award of contract.	Y	Included		Y	Included													
Scope Item #16	16. Testing of equipment and start up shall be by this trade contractor.	Y	Included		Y	Included													
																	N		
Additional Scope Clarifications																	N		
Adder for 120 Ton Ironworker		Y	Included		N	$ 58,571	Priced after the original bid										N		
Adder for 5-Ton crane		Y	Included		N	$ 160,665	Priced after the original bid										Y	Included	
BIM Coordination		N	$ -		N	$ -	BIM Model not included. Sunshine will attend meetings at no additional cost										Y	Included	
Relocation of Owner Lift Allowance	Shall include removal of existing lift, transporting and all relocation fees, receiving and installatio	Y	Included		Y	Included											Y	Included	
Schedule		Y	Included	Includes multiple mobilizations.	Y	Included											N		
OOP Value		Y	Included		Y	Included											N		
Compass Prequalification Process		Y	Included	No additional cost	N	$ 2,500	Sunshine to confirm cost										N		
Automated Bay Wash	Not included	Y	Included	InterClean	N	$ 386,513											G	$ 669,845	
Supplemental Steel backer for detail 6 on 1QS-501	Coordinated via BIM; supplemantal steel bracket provided by others	N	$ -		N	$ -	Gilbane Agrees										N		
Insurance Premium	$5M/$5M	Y	Included		N	$ 22,500	Does not include $5M/$5M										Y	Included	
Textura Cost		Y	Included	Will include	N	$ 5,000											Y	Included	
EMR Rating		Y	Included	1.01	Y	Included	1.07 EMR										N		
Lubrication Fluid Stainless Steel	Above spec requirement	N	$ -	Carbon Steel included per spec	Y												N		
Replace all copper piping with Aluminum credit		N	$ -	Credit of $192,453.89	N												N		
Cost Escalation	There's cost escalation in 2027	N	$ -		N														
Clarification 9/1 Scope Changes	Relocation of an additional twin post lift 12,000 lbs	N			N														
Credit for all aluminum pipe	All lubrication and copper pipe to aluminum	G	$ (118,160)		N	$ (118,160)											G	$ (118,160)	
	Potential P&P Bond in lieu of SDI	G	$ 76,182		G	$ 70,168											G	$ 77,180	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

Trade Contractor Quote Date	7/30/26	Auto Development Group	Sunshine State Equipment	Hydraulic Supply Company	Florida Equipment Service	Interclean	ReladyNe
			(407) 848-6115	(786) 873-4883	(904) 378-4466	(720) 827-2984	786-258-5823
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jennifer Myer	Mike Fox	Martin Llobell	Daren Roberts	Michael Lacey	Jay Ibanez
E-mail Address	Bakkaya@gilbaneco.com	jennifer.l.myer@autodevgroup.com	mike@sunshineequipmentfl.com	martin.llobell@hydraulicsupply.com	daren@flequipment.com	michael.lacey@interclean.com	jay.ibanez@reladyne.com
Phone Number	(904)200-8204						
Bid Package 11A	**Equipment**	$ 4,611,242	$ 3,609,929	$ 62,681	$ 2,331,147	$ 669,845	$ 3,988,370
	Base Bid Subtotal	$ 4,611,242	$ 3,609,929	$ 62,681	$ 2,331,147	$ 669,845	$ 3,988,370
	Trade Contractor Plugs	$ -	$ 517,589	$ -	$ -	$ -	$ -
	GILBANE Qualified Plugs Total	$ (41,978)	$ 70,168	$ -	$ -	$ -	$ 628,865
	Owner Allowances	$ -	$ -	$ -	$ -	$ -	$ -
	Contractor Allocations	$ -	$ -	$ -	$ -	$ -	$ -
	Reconciled Bid Amount	$ 4,569,264	$ 4,197,686	$ 62,681	$ 2,331,147	$ 669,845	$ 4,617,234
				Incomplete Scope	Incomplete Scope	Incomplete Scope	

Selected Bidder

Bid Leveling Sheet

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

		McKee	Harrell Construction Co.	SBR
Trade Contractor Quote Date	7/30/26			
		407-323-1150	(904) 759-1891	352-414-9145
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Johnson	Jason Harrell	Steve Race
E-mail Address	Bakkaya@gilbaneco.com	jacob@mckeegc.com	jharrell@harrellconstructioninc.com	srace@sbr-contracting.com
Phone Number	(904)200-8204			

Bid Package 13B	PEMB	$ 6,244,087			$ 4,413,000			$ 5,094,226		
		Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements										
Trade Contractor will sign Gilbane's subcontract agreement without comment:		N	$ -	In review.	Y	Included				
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		N	$ -		Y	Included				
Trade Contractor is prequalified in Gilbane's qualification system:		N	$ -	Cost of Compass is included	Y	Included				
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Y	Included		Y	Included				
BIM participation and Execution plan		N	$ -	2D CADs will be provided. BIM might be add	Y	Included				
Delegated Design		Y	Included		Y	Included				
Contract Documents		Y	Included		Y	Included				
General Requirements		Y	Included		Y	Included				
Project Manual		N	$ -	Gilbane will send	Y	Included				
Schedule		Y	Included		Y	Included		Y	Included	14-16 Weeks
Logistics		Y	Included		Y	Included				
Mockup		N	$ -		N	$ -	Finish samples etc. separate			
Bid per Plans and Specifications?	Any alternates need to be called out	Y	Included		N	$ -	See scope clarifications with mark ups			
All Addendum Included:	Addendum #1	Y	Included		Y	Included	Cat 4, Exposure C			
All Taxes		Y	Included		Y	Included				
Community Impact and Engagement Status:	MWBE/MBE etc.	N	$ -		N	$ -				
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Y	Included							
General Liability Insurance	Higher coverage required if work requires crane mobilization	Y	Included		Y	Included		Y	Included	$5M/$5M
Workers Comp Insurance		Y	Included		Y	Included				
Professional Liability	If work includes delegated design, include professional liability insurance	Y	Included		Y	Included				
Auto Liability		Y	Included		Y	Included				
										d Rate, $2.8M Highest
Trade Specific Scope										
Drawing or Specification # and Detail	**Description:**									
This Agreement shall include, but not be limited to:										
Specific Scope of Work										
Scope Item #1	1. Design, furnish and install all labor, material, equipment and supervision required to complete all Pre-Engineered Metal Building (PEMB) work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Y	Included		Y	Included				
Scope Item #2	2. This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Y		2D CAD	Y	Included	Will have 3D model			
Scope Item #3	3. This is a Delegated Design package requiring Signed and Sealed Drawings and Calculations by a professional engineer licensed in the state of Florida and provide Professional Liability Insurance COI. Note the Wind Exposure Category C and Ultimate Design Wind Speed of 160 mph as noted on the Structural Drawings.	Y	Designed to 150 MPH max. limited by manufacturer		Y	Included				
Scope Item #4	4. Include all as-built drawings, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Y			Y	Included				
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Y			Y	Included				
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Y			Y	Included				
Scope Item #7	7. Provide all hoisting required and comply with Gilbane's strict crane permitting and fall prevention safety regulations.	Y			Y	Included	Does not require crane			
Scope Item #8	8. Provide Anchor Bolt materials and Anchor Bolt Layout Drawings for the anchor bolts to be installed by the CIP concrete trade contactor. Provide templates. Note that the foundations have been designed by the EOR based on the column reactions shown on Sheet 1S-100A for permit drawings. Please provide notification for any differences between the actual PEMB design reactions and Reaction Tables shown on Sheet 1S-100A for the EOR to review and make any changes to the footing schedule.	Y	Included	Includes QC/Survyeing of Anchor bolt before and after pour.	Y	Included				
Scope Item #9	9. Include standing seam metal roofing assembly shown on the drawings.	y	Included	Roof by Div 13 PEMB Manufacturer, not aluminum, following spec section 13	Y	Included				
Scope Item #10	10. Include all ridge, eaves, gutters, downspouts, and misc. trims.	y	Included		Y	Included				
Scope Item #11	11. Include soffit panels.	y	Included		Y	Included				
Scope Item #12	12. Include Insulated Metal Panels.	y	Included		Y	Included				
Scope Item #13	13. Include roof and wall secondary framing.	y	Included		Y	Included				

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contactor Bid Leveling / Comparisons

		McKee			Harrell Construction Co.			SBR		
Trade Contractor Quote Date	7/30/26									
		407-323-1150			(904) 759-1891			352-414-9145		
Gilbane Team Member Responsible for Scope	Berat Akkaya	Jacob Johnson			Jason Harrell			Steve Race		
E-mail Address	Bakkaya@gilbaneco.com	jacob@mckeegc.com			jharrell@harrellconstructioninc.com			srace@sbr-contracting.com		
Phone Number	(904)200-8204									
Bid Package 13B	**PEMB**	$		6,244,087	$		4,413,000	$		5,094,226
Scope Item #14	14. Include Portal X Bracing as required.	Y	Included		Y	Included				
Scope Item #15	15. Include mezzanine floor framing joists, bracing, beams, columns, metal deck, and edge angles. Concrete and rebar will be provided by others. Include floor opening support angles as shown.	Y	Included		Y	Included	As required by the delegated design			
Scope Item #16	16. Refer to Structural Drawing Notes and provide support framing for canopies, awnings, metal screen panels, and light gauge walls as noted. Provide jamb and header at exterior door as noted.	Y	Included		Y	Included	HSS supports for Amico Mesh per plans only as shown on exterior elevations. Additional steel would be change ordered.			
Scope Item #17	17. Provide PEMB Girts and embed plate as noted on Sheet 1S-300 and Detail C5/1S-501.	N	$ -		Y	Included	Includes PEMB Girts, does NOT INCLUDE EMBEDS			
Scope Item #18	301B.	y	Included		Y	Included				
Additional Scope Clarifications										
Clarification #1	Roof Penetrations QTO:	N	$ -			Y				
Clarification #2	Roof Hatch	N	$ -	Not included		Y				
Clarification #3	Foam Closure Set in Sealant at Metal Deck Flutes	N	$ -			N	Not required			
Clarification #4	Detail D4 on 1A-152, confirm scope coverage by Kirby	N	$ -			N	Not By Kirby			
Clarification #5	Supplemental Steel for Curtainwall and Amico Mesh Screen	G	$ 200,000	Supplemental Steel for Curtain Wall & Amico Mesh Support	CA	$ 200,000	Supplemental Steel for Curtain Wall & Amico Mesh Support	G	$ 200,000	Supplemental Steel for Curtain Wall &
	Base Bid Subtotal	$		6,244,087	$		4,413,000	$		5,094,226
	Trade Contractor Plugs	$		-	$		-	$		-
	GILBANE Qualified Plugs Total	$		200,000	$		-	$		200,000
	Owner Allowances	$		-	$		-	$		-
	Contractor Allocations	$		-	$		200,000	$		-
	Reconciled Bid Amount	$		6,444,087	$		4,613,000	$		5,294,226

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26			WW Gay Mechanical			Summit Fire & Security			Pye-Barker Fire & Safety		
Gilbane Team Member Responsible for Scope	Berat Akkaya			(904) 387-7973			(772) 253-1994			904-909-9466		
E-mail Address	Bakkaya@gilbaneco.com			Mike Bishop			Brittany Peraino			Marcus Kinsey		
Phone Number	(904)200-8204			mbishop@scjensusa.com			bperaino@summitfiresecurity.com			1227estimating@pyebarkerfs.com		
Bid Package 21A	**Fire Suppression**			$ 489,879			No bid			$ 398,381		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes								Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes								Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes								Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes								Y	Included	
BIM participation and Execution plan		Yes								Y	Included	
Delegated Design		Yes								Y	Included	
Contract Documents		Yes								Y	Included	
General Requirements		Yes								Y	Included	
Project Manual		Yes								Y	Included	
Schedule		Yes								Y	Included	Longest Lead time - Fire Pump - 12-14 weeks from approvals
Logistics		Yes								Y	Included	
Mockup		Yes								Y	Included	In place mock up if inspector wants to see
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes								Y	Included	
All Addendum Included:	Addendum #1	Yes								Y	Included	
All Taxes		Yes								Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes								N	$ -	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes								Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes								Y	Included	
Workers Comp Insurance		Yes								Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes								Y	Included	
Auto Liability		Yes								Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	---------	---------									
This Agreement shall include, but not be limited to:		Yes								Y	Included	
Specific Scope of Work		Yes								Y	Included	
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Fire Suppression and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes								Y	Included	
Scope Item #2	**2.** This Trade Contractor shall design the sprinkler piping system (wet and dry) to satisfy the design criteria in Drawings and Specifications. This Trade Contractor shall provide a copy of the engineer's professional liability insurance certificate which covers their design work. Professional Engineer to be licensed in the state of Florida and provide Professional Liability Insurance COI	Yes		Y	Included	Add comment if needed				Y	Included	
Scope Item #3	**3.** Provide signed and sealed shop drawings and hydraulic calculations. Include product data submittals and complete fire pump drawings.	Yes		N	$ -	Sub Provided $15k add for this scope				N	$ 1,500	Pye Barker will provide shop drawings and calculations but will not have a FL registered PE Sign & Seal documents. Confirm with Pond/CoPC. Adding stamp will be $1500
Scope Item #4	**4.** Include cost to perform a water flow test within 12 months of developing the shop drawings and hydraulic calculations.	Yes		G	$ -	ot Included by sub - pulled form estimate column				Y	Included	
Scope Item #5	**5.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes								Y	Included	
Scope Item #6	6. Underground fire lines will be stubbed up above finished floor inside the Fire Pump room by the Civil contractor.	Yes								Y	Included	
Scope Item #7	7. Include electronic alarm bell outside the fire pump room to be wired by the Fire Alarm Contractor.	Yes								Y	Included	
Scope Item #8	8. All control valves shall be electronically supervised. Coordinate the type and location of Flow and Supervisory switches with the Fire Alarm	Yes								Y	Included	
Scope Item #9	9. All sprinkler systems are to be Hydrostatically Tested.	Yes								Y	Included	
Scope Item #10	10. Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes								Y	Included	
Scope Item #11	11. Include all required labeling and signage.	Yes								Y	Included	
Scope Item #12	12. Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Yes								Y	Included	
Scope Item #13	13. Provide concrete pad or splash block if test drain or other discharge locations are not at a concrete slab or floor drain.	Yes								Y	Included	
Scope Item #14	14. Provide test header manifold on the building exterior as specified.	Yes								Y	Included	
Scope Item #15	15. Provide sprinkler coverage below ductwork greater than 48" or for closely grouped ductwork that is less than 48".	Yes								Y	Included	
Scope Item #16	16. Include corrosion resistant fire suppression materials in the areas designated on the drawings.	Yes								Y	Included	
Scope Item #17	17. Include all equipment indicated on the Fire Suppression Details Sheet 1FX501 and as required for a complete Fire Suppression System.	Yes								Y	Included	Need to RFI the redundant backflow (affects detail A3)
Scope Item #18	18. Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes								Y	Included	
Scope Item #19	19. Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes								Y	Included	
Scope Item #20	20. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work.	Yes								Y	Included	
Scope Item #21	21. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes								Y	Included	
Scope Item #22	22. Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke seal or weather tightness.	Yes								Y	Included	
Scope Item #23	23. This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes								Y	Included	
Scope Item #24	24. Furnish and install smoke draft curtains shown on the drawings.	Yes								N		O.K - Included in BP 08B Storefront
Additional Scope Clarifications												
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26													
Gilbane Team Member Responsible for Scope	Berat Akkaya													
E-mail Address	Bakkaya@gilbaneco.com													
Phone Number	(904)200-8204													
					WW Gay Mechanical			Summit Fire & Security			Pye-Barker Fire & Safety		
					(904) 387-7973			(772) 253-1994			904-909-9466		
					Mike Bishop			Brittany Peraino			Marcus Kinsey		
					mbishop@scdensusa.com			bperaino@summitfiresecurity.com			1227estimating@pyebarkerfs.com		
Bid Package 21A	**Fire Suppression**				$ 489,879			No bid			$ 398,381		
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
Allowances		**Required**	**Confirmation (Y/N)**										
Owner Allowance	**Description:**	----------	----------										
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
Allocations		**Required**	**Confirmation (Y/N)**										
Contractor / Trade Allocation	**Description:**	**Yes**											
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
		Yes											
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**										
Drawing or Specification # and Detail	**Description**	----------	----------										
		No	With Division?										
		No	Not Required										

Base Bid Subtotal	$ 489,879	$ -	$ 398,381
Trade Contractor Plugs	$ -	$ -	$ 1,500
GILBANE Qualified Plugs Total	$ -	$ -	$ -
Owner Allowances	$ -	$ -	$ -
Contractor Allocations	$ -	$ -	$ -
Reconciled Bid Amount	$ 489,879	$ -	$ 399,881

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				WW Gay Mechanical			CT Mechanical			Gary Rodgers Plumbing			Energy Air		
Trade Contractor Quote Date	7/30/26			(904) 776-7799			(352) 376-2366			(904) 765-7964			(407) 886-3729		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Reid Shore			Austin Schrack			Andy Rodgers			John Bartkovich		
E-mail Address	Bakkaya@gilbaneco.com			cshore@wwgmc.com			austin@ctmechanical.us			arodgers@grodgerspc.com					
Phone Number	(904)200-8204														
Bid Package 22A	**Plumbing**			$ 1,743,256			$ 1,113,700			$ 1,233,000			$ 1,490,000		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**												
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes	y							Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes	y							Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes	y							Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes	y							Y	Included		Y	Included	
BIM participation and Execution plan		Yes	y							Y	Included	BIMWorks, Hunter Alexander(GRP)	Y	Included	
Delegated Design		Yes	Not Required							N	-	Not required.	Y	Included	
Contract Documents		Yes	y							Y	Included		Y	Included	
General Requirements		Yes	y							Y	Included		Y	Included	
Project Manual		Yes	y							Y	Included		Y	Included	
Schedule		Yes	y							Y	Included		Y	Included	
Logistics		Yes	y							Y	Included		Y	Included	
Mockup		Yes	y							Y	Included	n/a	Y	Included	In-place mock ups
		Yes	y							Y	Included				
Bid per Plans and Specifications?	Any alternates need to be called out	Yes	y							Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes	y							Y	Included		Y	Included	
All Taxes		Yes	y							Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes										Verify	N	$ -	Not required, Gilbane Agrees
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes	y							Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes	y							Y	Included		Y	Included	
Workers Comp Insurance		Yes	y							Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes	Not Required							N	-	Not required.	Y	Included	
Auto Liability		Yes	y							Y	Included		Y	Included	
		Yes													
		Yes													
Trade Specific Scope		**Required**	**Confirmation (Y/N)**												
Drawing or Specification # and Detail	**Description:**	----------	----------												
This Agreement shall include, but not be limited to:		Yes								Y	Included				
Specific Scope of Work		Yes								Y	Included				
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Plumbing and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes	Y							Y	Included	No water fill station or oil pit at wash...Provide add for fill station (see clarifications below).	y	Included	
Scope Item #2	**2.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes	Y							G	$ 35,000	wash & maint.	y	Included	
Scope Item #3	**3.** Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes	Y							Y	Included		y	Included	
Scope Item #4	**4.** Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of	Yes	Y							Y	Included		y	Included	
Scope Item #5	**5.** Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes	Y							Y	Included		y	Included	
Scope Item #6	**6.** Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes	Y							Y	Included		y	Included	
Scope Item #7	**7.** Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes	Y							Y	Included		y	Included	
Scope Item #8	**8.** Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Yes	Y							Y	Included		y	Included	
Scope Item #9	**9.** Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke or weather tightness.	Yes	Y							Y	Included		y	Included	
Scope Item #10	**10.** This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the	Yes	Y							Y	Included		y	Included	
Scope Item #11	11. Furnish and install a complete domestic cold and hot water system including but not limited to piping, fittings, hangers, valves, meters, gauges, pumps, plumbing fixtures, trim, water heaters, recirculation pumps, insulation, labeling, and tagging, etcetera as required by the plans and specifications. Make connection withing five feet outside the building.	Yes	Y							Y	Included		y	Included	
Scope Item #12	12. Furnish and install a complete sanitary sewer and vent system as required by the plans and specifications. Make connection withing five feet outside the building.	Yes	Y							Y	Included		y	Included	
Scope Item #13	13. Furnish and install a complete oil/water drainage system as required by the plans and specifications. Make connection withing five feet outside the building. Oil/water separator provided by the civil trade contractor.	Yes	Y							Y	Included		y	Included	
Scope Item #14	14. Include OW pit drain for the Cassis Wash (not shown on the drawings).	Yes	Not Required							N	n/a	not required - Refer to RFI #PB-24 - no drain, just piped to pit	N	$ -	Gilbane agrees, compliant with Pre-Bid RFI
Scope Item #15	15. Furnish and install a complete natural gas system as required by the plans and specifications. Make connection to the gas meter/regulator outside the building. Gas meter is provided by TECO Gas.	Yes	Y							Y	Included		Y	Included	
Scope Item #16	16. Furnish and install 2" Schedule 40 PVC pipe below slab for compressed air hose conduit.	Yes	Y							Y	Included		Y	Included	
Scope Item #17	17. Make gas connections to the infrared radiant heaters and Wash Equipment. Heaters and Wash Equipment are provided by others.	Yes	Y							Y	Included		Y	Included	
Scope Item #18	18. Make water connections to Owner furnished equipment including but not limited to ice maker and refrigerators. Pipe the ice maker condensate to grade.	Yes	Y							Y	Included		Y	Included	
Scope Item #19	19. Furnish and install 2" PVC vent connection to tanks and 2" vent up through roof. Coordinate with tank provider.	Yes	Y							Y	Included		Y	Included	
Scope Item #20	20. Furnish and install emergency shower & eye wash including strobe light, alarm, and thermostatic mixing valve. Coordinate power and LV to be provided by the electrical trade contractor.	Yes	Y							Y	Included		Y	Included	
Scope Item #21	21. Include all details shown on Plumbing Sheet 1P-501 and all fixtures and equipment shown in the Plumbing Schedules on Sheet 1P-601.	Yes	Y							Y	Included		Y	Included	
Scope Item #22	22. Include all pressure testing, and Bac-T testing.	Yes	Y							Y	Included		Y	Included	
Scope Item #23	23. This trade contractor is responsible for removal of excavation spoils from underground piping or coordination with Gilbane for spoils to be dispersed and graded on site.	Yes	Y							Y	Included		Y	Included	
Scope Item #24	24. Provide extension of equipment drains to floor drains as needed.	Yes	Y							Y	Included		Y	Included	
Scope Item #25	25. Provide insulation jackets for any exposed ADA sink piping.	Yes	Y							Y	Included		Y	Included	
Scope Item #26	26. Furnish all access panels required for this scope of work to be installed by the drywall trade contractor.	Yes	Y							Y	Included		Y	Included	
Scope Item #27	27. This trade contractor is responsible for any plumbing related core drilling and roof deck cutouts. Roof flashing will be provided by the roofing trade contractor.	Yes	Y							Y	Included		Y	Included	
Scope Item #28	28. Include all cleanout covers.	Yes	Y							Y	Included		Y	Included	
Scope Item #29	29. Include vacuum breakers for hose bibs, wall hydrants, and valves with threaded hose connections.	Yes	Y							Y	Included		Y	Included	
Scope Item #30	30. Furnish and install floor drains and trench drains. Coordinate with the concrete trade contractor during concrete pours to ensure placement is not disturbed during the	Yes	Y							Y	Included		Y	Included	

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26									
Gilbane Team Member Responsible for Scope	Berat Akkaya						WW Gay Mechanical			Energy Air
E-mail Address	Bakkaya@gilbaneco.com						(904) 776-7799			(407) 781-1771
Phone Number	(904)200-8204						Reid Shore			Ann Baker
							cshore@wwgmc.com			abaker@energyair.com
Bid Package 23A	**HVAC**						$ 1,890,396			$ 1,190,000
				Y,N,G,OA,CA	**Value ($)**	**Comments**	**Y,N,G,OA,CA**	**Value ($)**	**Comments**
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes					Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes					Y	Included	
BIM participation and Execution plan		Yes					Y	Included	
Delegated Design		Yes					Y	Included	
Contract Documents		Yes					Y	Included	
General Requirements		Yes					Y	Included	
Project Manual		Yes					Y	Included	
Schedule		Yes					Y	Included	DX DOAS - 20-26 Weeks IRH -TBD Louvers 16-18 weeks
Logistics		Yes					Y	Included	
Mockup		Yes					Y	Included	In-place mock-ups
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes					Y	Included	7/6/2026
All Addendum Included:	Addendum #1	Yes					Y	Included	
All Taxes		Yes					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes					N	$ -	Not required
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes					Y	Included	
Workers Comp Insurance		Yes					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes					Y	Included	
Auto Liability		Yes					Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	---------	---------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all HVAC and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes					Y	Included	
Scope Item #2	**2.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes		Y	Included	Add comment if needed	Y	Included	
Scope Item #3	**3.** Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes		N	$ -	Sub Provided $15k add for this scope	Y	Included	
Scope Item #4	**4.** Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes		G	$ -	lot Included by sub - pulled form estimate colum	Y	Included	
Scope Item #5	**5.** Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes					Y	Included	
Scope Item #6	**6.** This Trade Contractor shall take note of the building access and make provisions to ensure that your equipment will fit through any of the building's finished restrictions. Review layout and confirm desired route during the submittal phase. Advise Gilbane of where provisions need to be taken for specific items and confirm schedule of delivery.	Yes					Y	Included	
Scope Item #7	**7.** Furnish and install all curbs and/or blocking/framing required for equipment to be purchased or installed in this scope of work. Coordinate locations with the roofing contractor. Coordinate location and electrical requirements (if any) with the electrical contractor.	Yes					Y	Included	
Scope Item #8	**8.** Furnish and install all stands, supports, labeling, curbs, fastening, hurricane bracing, and hoisting necessary.	Yes					Y	Included	
Scope Item #9	**9.** Include all required Florida Product Approval/NOA documentation for equipment, louvers, curbs, etc. to comply with the Authority having Jurisdiction. Refer to the Structural drawings indicating wind Category 4 at 160 mph.	Yes					Y	Included	
Scope Item #10	**10.** Coordinate and layout of the locations and sizes of required framed openings with other trades. Coordinate the installation of all MEP sleeves with other Trade Contractors. Each Trade Contractor who creates an opening in a slab is responsible for covering the opening in a safe manner in accordance with the Gilbane Safety Plan.	Yes					Y	Included	
Scope Item #11	**11.** Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade Contractor.	Yes					Y	Included	
Scope Item #12	**12.** Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes					Y	Included	
Scope Item #13	**13.** This Trade Contractor shall furnish all blocking (wood or other) backing, supports and attachments as needed to the steel structure for the HVAC Work. Include primer and touch-up.	Yes					Y	Included	
Scope Item #14	**14.** Furnish and install all required sound and vibration isolation, equipment supports, including all inertia concrete bases, isolators and restraints.	Yes					Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26											
					WW Gay Mechanical				Energy Air			
					(904) 776-7799				(407) 781-1771			
Gilbane Team Member Responsible for Scope	Berat Akkaya				Reid Shore				Ann Baker			
E-mail Address	Bakkaya@gilbaneco.com				cshore@wwgmc.com				abaker@energyair.com			
Phone Number	(904)200-8204											
Bid Package 23A	**HVAC**				$		1,890,396		$		1,190,000	
Scope Item #15	**15.** Furnish and install all ductwork constructed and insulated per the Contract Documents.	Yes						Y	Included			
Scope Item #16	**16.** Furnish and install all grilles, registers, diffusers, louvers, and required duct accessories.	Yes						Y	Included			
Scope Item #17	**17.** Furnish and install all duct and pipe insulation as specified. No insulation is to be installed until the duct, or piping has been completely tested according to specifications.	Yes						Y	Included			
Scope Item #18	**18.** Furnish and install all instrumentation and controls equipment/devices.	Yes						Y	Included			
Scope Item #19	**19.** Clean all exposed duct work (scheduled to be painted) free of stickers, labels, markings and oils) prior to installation.	Yes						Y	Included			
Scope Item #20	**20.** Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Cover all stored duct prior to installation and cover open ends of installed duct through construction. Furnish and install all required protection/sealing of ductwork during construction to ensure ducts installed remain clean and free from contamination. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes						Y	Included			
Scope Item #21	**21.** Install all duct heat and smoke detectors furnished by others (Electrical / Fire Alarm Trade Contractor). This Trade Contractor shall Furnish and install control wiring for fan shut down.	Yes						Y	Included			
Scope Item #22	**22.** Trade Contractor shall coordinate the locations of all thermostats and other control devices with architectural drawings.	Yes						Y	Included			
Scope Item #23	**23.** Trade Contractor shall coordinate and furnish, if necessary, any auxiliary contacts required for their systems to operate in conjunction with equipment furnished by others.	Yes						Y	Included			
Scope Item #24	**24.** Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain weather tightness.	Yes						Y	Included			
Scope Item #25	**25.** This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes						Y	Included			
Scope Item #26	**26.** Furnish and install all louvers as noted in the Specification and as shown on the Drawings. Include any sheet metal and/or insulated blank offs as required to close off any unused portion of the louvers.	Yes						Y	Included			
Scope Item #27	**27.** Furnish and install a complete DDC controls system integrated with the Owners BMS system.	Yes						Y	Included			JCI
Scope Item #28	**28.** Provide all test and balance reports associated with the final mechanical system per the Contract Documents. Furnish and install all balancing dampers as required to achieve the required balancing whether shown on the drawings or not.	Yes						Y	Included			TBD - Air Balance Unlimited possibly
Scope Item #29	**29.** Furnish and install all fire dampers. Coordinate with the drywaller for opening locations and sizes. Coordinate with the electrician and motorized damper electrical requirements.	Yes										
Scope Item #30	30. Furnish and install and maintain construction filters at all air handling equipment specified to receive filters in this scope. Replace construction filters with balancing filters during balancing operations. Replace balancing filters with new filters immediately prior to occupancy and provide attic stock as specified.	Yes										
Additional Scope Clarifications												
Clarification #1	Adder for BIM Lead	Yes						Y	$ -			Included under Plumbing
Clarification #2	B vent included at pressure wash boosters at wash building for 12" VTR's	Yes						Y	Included			
Clarification #3	3-Ton split unit at Wash Building	Yes		G	$	15,000		N	$ 15,000			
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	Yes										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26			WW Gay Mechanical			Energy Air		
				(904) 776-7799			(407) 781-1771		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Reid Shore			Ann Baker		
E-mail Address	Bakkaya@gilbaneco.com			cshore@wwgmc.com			abaker@energyair.com		
Phone Number	(904)200-8204								
Bid Package 23A	**HVAC**			$ 1,890,396			$ 1,190,000		
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description**	----------	----------						
		No	With Division?						
		No	Not Required						
	Base Bid Subtotal			$ 1,890,396			$ 1,190,000		
	Trade Contractor Plugs			$ -			$ 15,000		
	GILBANE Qualified Plugs Total			$ 15,000			$ -		
	Owner Allowances			$ -			$ -		
	Contractor Allocations			$ -			$ -		
	Reconciled Bid Amount			**$ 1,905,396**			**$ 1,205,000**		

Company

Name

Title

Signature

Date

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date: 7/30/26

Gilbane Team Member Responsible for Scope: Berat Akkaya
E-mail Address: Bakkaya@gilbaneco.com
Phone Number: (904)200-8204

Bid Package 26A	Electrical			Miller Electric 386-804-2152 Jason Morgan jason.morgan@gileselectriccompany.com			SAE (904) 808-3136 Cole Jowers cjowers@southern-atlantic.com		
				$	4,115,000		$		4,188,080
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**						
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		N	$ -	BIM professional is not included but SAE Staff would join BIM meetings for input
Delegated Design		Yes		Y	Included		N	$ -	Nothing that requires structural third party review
Contract Documents		Yes		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included	
Schedule		Yes		Y	Included	MSB - 40 Weeks, 750kW Generator 28 Weeks	Y	Included	
Logistics		Yes		Y	Included		Y	Included	
Mockup		Yes		Y	Included	In-place mock-ups if required	Y	Included	In-place Mock-ups only
		Yes							
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		N			N	$ -	SAE is not MWBE but 2nd tiers can be
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included	
		Yes							
		Yes							
Trade Specific Scope		**Required**	**Confirmation (Y/N)**						
Drawing or Specification # and Detail	**Description:**	----------	----------						
This Agreement shall include, but not be limited to:		Yes							
Specific Scope of Work		Yes							
Scope Item #1	**1.** Furnish and install all labor, material, equipment and supervision required to complete all Plumbing and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes		Y	Included		Y	Included	
Scope Item #2	**2.** This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes		Y	Included		N	$ -	Will join BIM meetings but not participating in 3D model
Scope Item #3	**3.** Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes		Y	Included		Y	Included	
Scope Item #4	**4.** Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes		Y	Included		Y	Included	
Scope Item #5	**5.** Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		Y	Included		Y	Included	
Scope Item #6	**6.** Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture.	Yes		Y	Included		Y	Included	
Scope Item #7	7. Include all required Florida Product Approval/NOA documentation as required to comply with the Authority having Jurisdiction. Refer to the Structural drawings indicating wind Category 4 at 160 mph.	Yes		Y	Included		Y	Included	
Scope Item #8	8. Furnish all dimensions and locations for all required equipment pads for this scope of work and a submittal showing pad locations and layout. The pads will be placed by the Concrete Trade	Yes		Y	Included		Y	Included	
Scope Item #9	9. Coordinate and confirm acceptable hanger attachments and placement with the Structural Engineer.	Yes		Y	Included		Y	Included	
Scope Item #10	10. Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke or weather tightness.	Yes		Y	Included		Y	Included	
Scope Item #11	11. This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes		Y	Included		Y	Included	
Scope Item #12	12. Complete power, lighting, and controls systems in accordance with the plans and specifications.	Yes		Y	Included		Y	Included	
Scope Item #13	13. Temporary power and lighting during construction.	Yes		Y	Included		Y	Included	
Scope Item #14	14. Provide embedded electrical and LV items and layout coordination for items to be cast into tilt panels.	Yes		Y	Included		Y	Included	
Scope Item #15	15. Color coded conduit and wiring as specified.	Yes		Y	Included		Y	Included	
Scope Item #16	16. Include equipment and device labeling.	Yes		Y	Included		Y	Included	
Scope Item #17	17. Provide fire rated plywood on MDF room walls as shown on the drawings.	Yes		Y	Included		Y	Included	
Scope Item #18	18. Underground Site conduits are provided by others. Site light poles are provided by others. Primary power Transformers and meters are provided by FPL. Connect all conduits and pull strings for Site electrical, lighting, and LV systems. Make connections within five feet outside the buildings. Refer to the Site Electrical and Site Telecommunications drawings. Also furnish and install all Site electrical and LV above ground equipment and wiring with the exception of the light poles. (See Add Alternate for future EV charging stations).	Yes		Y	Included		Y	Included	
Scope Item #19	19. Equipment and light fixtures are to be bid as specified. Only substitutions that are submitted and approved prior to awarding the trade contract will be accepted.	Yes		Y	Included		Y	Included	

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Miller Electric			SAE		
				386-804-2152			(904) 808-3136		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Jason Morgan			Cole Jowers		
E-mail Address	Bakkaya@gilbaneco.com			jason.morgan@gileselectriccompany.com			ciowers@southern-atlantic.com		
Phone Number	(904)200-8204								
Trade Contractor Quote Date	7/30/26			$ 4,115,000			$ 4,188,080		
Bid Package 26A	**Electrical**								
Scope Item #20	20. Make electrical and low voltage connections to all mechanical equipment, maintenance equipment, disconnects, motors, VFDs, and Owner furnished equipment and appliances. Reference the architectural, mechanical, plumbing, fire suppression, and equipment drawings to ensure all devices and equipment are included.	Yes		Y	Included		Y	Included	
Scope Item #21	21. Verify door swings prior to roughing in switches.	Yes		Y	Included		Y	Included	
Scope Item #22	22. Provide spare empty conduits with pull strings as indicated.	Yes		Y	Included		Y	Included	
Scope Item #23	23. This trade contractor is responsible for any electrical or LV related core drilling and roof deck cutouts. Roof flashing will be provided by the roofing trade contractor.	Yes		Y	Included		Y	Included	
Scope Item #24	24. This trade contractor is responsible for removal of excavation spoils from underground conduit or coordination with Gilbane for spoils to be dispersed and graded on site.	Yes		Y	Included		Y	Included	
Scope Item #25	25. Furnish and install complete generator and ATS system. Coordinate the layout of the generator pad with the concrete trade contractor that will forma and place the concrete.	Yes		Y	Included		N	$ -	Pre-bid RFI clarifying Lift Station and Maintenance Building Generator operation (Added ATS) will need to be included.
Scope Item #26	26. Provide power for an irrigation controller.	Yes		Y	Included		Y		
Scope Item #27	27. Provide power for photovoltaic equipment. Provide empty raceways with pull strings for the photovoltaic system. The photovoltaic panels and equipment will be provided by others.	Yes		Y	Included		N	$ -	
Scope Item #28	28. Design, furnish and install complete Fire Alarm systems in accordance with the plans and specifications. Adhere to and obtain all permits, licenses, and all state and local government requirements. Include Professional Liability Insurance. Include complete battery calculations, voltage drop calculations, product data, and shop drawing submittals. Include connecting interlock modules for equipment to be shut down during an alarm. Provide duct smoke detectors to be installed by the HVAC trade contractor. Tie in tamper, flow switches, fire pump equipment, PIV, and Knox box to the fire alarm system.	Yes		Y	Included	DynaFire	Y		
Scope Item #29	29. Provide the Knox Box and coordinate with the local Fire Marshal or AHJ.	Yes		Y	Included		Y		
Scope Item #30	30. Furnish and install complete lighting protection system for both buildings.	Yes		Y	Included		Y		
Scope Item #31	31. Furnish and install complete telecommunications, and electronic security systems in accordance with the plans and specifications. Comply with the City of Palm Coast's IT Construction Requirements that is included as Appendix A in the project Specifications. All installed cables will be certified by an approved cable analyzer, and test results shall be provided. Include cable tray/ladder rack, equipment racks, wiring, and telecommunications equipment.	Yes		Y	Included	By Miller	y		
Scope Item #32	32. Furnish and install complete Access Control system. Electrified door hardware will be provided by the door trade contractor; however, all other access control devices, equipment, wiring and connections are to be provided by this trade contractor.	Yes		Y	Included		y		
Scope Item #33	33. Provide complete security camera and CCTV system including all devices, equipment, and wiring.	Yes		Y	Included		N		Confirm you are providing Cameras as well as the install
Scope Item #34	34. The City of Palm Coast will provide the fiber optic service to the building. Coordinate with City IT for integration of all new systems with the City's existing IT systems.	Yes		Y	Included		y		
Additional Scope Clarifications									
Clarification #1	BDA Survey	Yes		N	$ (80,500)	Survey is included at $2000, BDA Allowance is removed	N		
Clarification #2	PV Infrastructure Owner Allowance	Yes		N	$ -		N		
Clarification #3	Generator Changes	Yes		N	$ 258,400	Giles to add. Quantify network switches and number of ports.	G	$ 380,000	
Clarification #4	Exterior cameras on poles per Site Drawings	Yes		Y	$ -	(2) security cameras installed on existing poles	N		
Clarification #5	Permit Fees	Yes		N	$ -	Gilbane agrees	N		
Clarification #6	Running wire to existing light poles around maintenance building and wash building	Yes		Y	Included		N		
Clarification #7	Light Pole per Note 4 on C.11.1 at the lift station	Yes		N	$ 3,000		G	$ 3,000	
Clarification #8	Wire to Future EV Chargers per key notes 15. 16 and 17	Yes		Y	Included		N		
Clarification #9	EV Charger make and model for (3) chargers in front of maintenance building	Yes		N	$ (10,000)		N		
Clarification #10	Installation of VFD's supplied by others	Yes		Y	Included		N		
Clarification #11	Pre-Bid RFI's included	Yes		Y	Included		N		
Clarification #12	OA PV Infrastructure Allowance	Yes		CA	$ 40,000	OA - PV Infrastructure Allowance	CA	$ 40,000	OA - PV Infrastructure Allowance
Clarification #13	(1) additional card reader for door added to tire shop	Yes		N	$ 3,900		G	$ 3,900	
Clarification #14	(4) Additional 3-Phase 240V 30A Outlets for Lifts at Heavy Duty Side	Yes		N	$ 11,000		G	$ 11,000	
Clarification #15	Power/Disconnect for Added Mini-Split at Wash Building	Yes		N	$ 2,100		G	$ 2,100	
Clarification #16	Conduit Schedule Changes per Pre-Bid RFI #31	Yes		N	$ 56,600		G	$ 56,600	
Clarification #17	Line Voltage Thermostats for SF and EF at Wash Building	Yes		N	$ 1,900		G	$ 1,900	
		Yes							
Allowances		**Required**	**Confirmation (Y/N)**						
Owner Allowance	**Description:**	----------	----------						
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes							
		Yes							
		Yes							
		Yes							
		Yes							
Allocations		**Required**	**Confirmation (Y/N)**						
Contractor / Trade Allocation	**Description:**	Yes							

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26																		
Gilbane Team Member Responsible for Scope	Berat Akkaya																		
E-mail Address	Bakkaya@gilbaneco.com																		
Phone Number	(904)200-8204																		
				Ruppert Landscaping					VerdeGo					RJ Landscaping					
				(561) 267-0648					(386) 225-6927										
				Patrick Hayes					Ryan Seifert					Liz Lievano					
				phayes@ruppertcompanies.com					rseifert@verdego.com					office@rjlandscapecontractors.com					
Bid Package 32B	**Landscaping**			$ 313,631					$ 222,691										
				Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments			Y,N,G,OA,CA	Value ($)	Comments			
General Project Requirements		**Required**	**Confirmation (Y/N)**											Significant EMR Concern					
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes							Y	Included									
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes							Y	Included									
Trade Contractor is prequalified in Gilbane's qualification system:		Yes							Y	Included									
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes							Y	Included									
BIM participation and Execution plan		Yes							N	$ -	Gilbane agrees								
Delegated Design		Yes							Y	Included	Irrigation is delegated design.								
Contract Documents		Yes							Y	Included									
General Requirements		Yes							Y	Included									
Project Manual		Yes							Y	Included									
Schedule		Yes							Y	Included	No escalation carried on								
Logistics		Yes							Y	Included									
Mockup		Yes							N	$ -									
		Yes																	
Bid per Plans and Specifications?	Any alternates need to be called out	Yes							Y	Included									
All Addendum Included:	Addendum #1	Yes							Y	Included									
All Taxes		Yes							Y	Included									
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes							N	$ -									
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes							Y	Included									
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes							Y	Included									
Workers Comp Insurance		Yes							Y	Included									
Professional Liability	If work includes delegated design, include professional liability insurance	Yes							Y	Included									
Auto Liability		Yes							Y	Included									
		Yes																	
		Yes																	
Trade Specific Scope		**Required**	**Confirmation (Y/N)**																
Drawing or Specification # and Detail	**Description:**	----------	----------																
This Agreement shall include, but not be limited to:		Yes																	
Specific Scope of Work		Yes																	
Scope Item #1	1. This trade contractor shall furnish and install all landscaping to included but not limited to plants, trees, top soil, seed/sod/turf, bushes, mulch, etc. in accordance with the contract documents	Yes							Y	Included									
Scope Item #2	2. This Trade Contractor shall read thru all applications specifications to include the landscape specs (in both Design Project Manual as well as on IR101, L-001, L-501 and project specifications under Division 32) order to provide all necessary items for a complete package.	Yes		Y	Included	Add comment if needed			Y	Included									
Scope Item #3	3. This Trade contractor shall sod, seed or mulch all required areas to included disturbed areas.	Yes		N	$ -	Sub Provided $15k add for this scope			Y	Included									
Scope Item #4	4. All mowing and maintenance until substantial completion shall be provided by this Trade contractor. All associated weed control, maintenance, fertilizer, pest control, etc. required to obtain a stand of grass by occupancy of the school shall be provided by Subcontractor.	Yes		G	$ -	Not Included by sub - pulled form estimate column			Y	Included									
Scope Item #5	5. This Trade Contractor shall be responsible for maintaining and adjusting all guying and bracing as needed through the warranty period and shall remove all guying/bracing at the end of the one-year warranty.	Yes							Y	Included									
Scope Item #6	6. This Trade Contractor shall furnish and install all irrigation as required by the contract documents. This work shall include but not limited to water meters, back flow preventers, flow meter, gauges, controllers, pedestals, booster pumps and/or any other equipment required.	Yes							N	$ -	Meter by CoPC								
Scope Item #7	7. The Trade Contractor shall verify available water supply for minimum flow and pressure prior to construction.	Yes							y	Included									
Scope Item #8	8. All bedding material to be provided by Subcontractor.	Yes							y	Included									
Scope Item #9	9. If not clearly noted, SUBCONTRACTOR shall clarify spacing of each plant material within planting beds included in the base bid and provide alternates for more densely spaced plantings for analysis.	Yes							y	Included									
Scope Item #10	10. Soil testing and soil amendments as required.	Yes							y	Included	Testing included - soil import/amendment not.								
Scope Item #11	11. Irrigation meters and taps shall be provided by Sitework Trade Contractor, connection to and complete irrigation system, including BFP device by this Trade Contractor.	Yes																	
Scope Item #12	12. If a Booster pump for irrigation system is required after the flow test, this shall be provided by this Trade Contractor.	Yes																	
Scope Item #13	13. Include design fees for the irrigation system.	Yes																	
Scope Item #14	14. Provide irrigation sleeves as indicated on IR101 and IR102.	Yes																	
Scope Item #15	15. All sleeves for irrigation system shall be installed, as-built, and uncovered by this Trade Contractor.	Yes																	
Scope Item #16	16. Sitework Trade Contractor shall provide the site to within +-10th of 1 foot of final grade prior to irrigation installation. This Trade Contractor shall provide fine grading from completion of irrigation system to final acceptance.	Yes																	
Scope Item #17	17. All sod shall be in good condition and in complete pieces (not parts or clumps). All sod shall be rolled by this Trade Contractor after installation.	Yes																	
Scope Item #18	18. This Trade Contractor shall include all irrigation signage.	Yes																	
Scope Item #19	19. This Trade Contractor is required to provide a 60-day landscape maintenance period including weeding, mowing, re-mulching and watering from final acceptance has been provided in writing by the owner.	Yes							N	$ 5,645									
Additional Scope Clarifications																			
Clarification #1	Soil Amendment per Scope #10	Yes							N	$ 13,680									
Clarification #2	2.5" Caliper ILO 3.5"	Yes							Y	$ -	Including 3.5" caliper per plans								
Clarification #3	Remove existing planting/bahia around stabilized slopes of ponds prior to installation of St. Augustine	Yes							N	$ 5,624									
Clarification #4	Separate irrigation controller and system for Phase 1C installed by Wash Building	Yes							N	$ -	O.K - 1 system is acceptable								
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
		Yes																	
Allowances		**Required**	**Confirmation (Y/N)**																
Owner Allowance	**Description:**	----------	----------																

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Ruppert Landscaping			VerdeGo			RJ Landscaping		
Trade Contractor Quote Date	7/30/26			(561) 267-0648			(386) 225-6927					
Gilbane Team Member Responsible for Scope	Berat Akkaya			Patrick Hayes			Ryan Seifert			Liz Lievano		
E-mail Address	Bakkaya@gilbaneco.com			phayes@ruppertcompanies.com			rseifert@verdego.com			office@rjlandscapecontractors.com		
Phone Number	(904)200-8204											
Bid Package 32B	**Landscaping**			$ 313,631			$ 222,691					
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes		OA								
		Yes					Yes					
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	**Yes**										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes		CA								
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	----------	----------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 313,631			$ 222,691			$ -		
	Trade Contractor Plugs			$ -			$ 24,949			$ -		
	GILBANE Qualified Plugs Total			$ -			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 313,631			$ 247,640			$ -		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Armstrong Fence			Smith Fence Co.			PSG		
Trade Contractor Quote Date	7/30/26											
Gilbane Team Member Responsible for Scope	Berat Akkaya									(386) 532-2100		
E-mail Address	Bakkaya@gilbaneco.com			Don Miller			Jamie Allen			Ovi Morales		
Phone Number	(904)200-8204			dmiller@armstrong-fence.com			jallen@smithfence.com			ryan@sterlingenterprisesllc.com		
Bid Package 32C	**Fence & Gates**			$ 119,001			$ 157,277			$ 148,694		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included	INC scope				Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included					Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included					Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included					Y	Included	
BIM participation and Execution plan		Yes		N						N	$ -	Not required
Delegated Design		Yes		Y	Included					Y	Included	
Contract Documents		Yes		Y	Included					Y	Included	
General Requirements		Yes		Y	Included					Y	Included	
Project Manual		Yes		Y						Y	Included	
Schedule		Yes		Y	Included					Y	Included	
Logistics		Yes		Y	Included					Y	Included	
Mockup		Yes		Y	Included					Y	Included	
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included					Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included					Y	Included	
All Taxes		Yes		Y	Included					Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes		Y	Included					Y	Included	
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included					Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included					Y	Included	
Workers Comp Insurance		Yes		Y	Included					Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included					Y	Included	
Auto Liability		Yes		Y	Included					Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #1	1. This Trade Contractor shall furnish all material, labor, tools, supervision, temporary and miscellaneous items necessary to completely install all fencing and gates in accordance with the contract documents.	Yes	Y	Y	Included					Y	Included	
Scope Item #2	2. This Trade Contractor shall furnish and install all chain link fencing, fabric, barbed wire and accessories required in accordance with City of Palm Coast design guidelines, details provided in C8.0 and Specifications 323113. All fence and gates are black vinyl coated.	Yes	Y	Y						Y	Included	
Scope Item #3	3. Provide (1) manual drive gate at north side of property next to Lake where it calls out for "Gate".	Yes	Y	Y						Y	Included	
Scope Item #4	4. Lift station fencing per detail on C.11.1.	Yes	Y	Y						Y	Included	
Scope Item #5	5. All concrete foundations required for fencing as shown shall be provided by Trade Contractor.	Yes	Y	Y						Y	Included	
Scope Item #6	6. All surveying and layout required to complete this scope of work is to be included in the base contract.	Yes	N	G	$ 2,500					Y	$ -	Gilbane Agrees
Additional Scope Clarifications												
Clarification #1	Extend fence posts by 1'	Yes	N	N						N	$ -	
Clarification #2	Final location of fence along the perimeter TBD, behind curb or along the slope, no cost difference	Yes	Y	N						Y	Included	
Clarification #3	Cost to add 5' gate vinyl coated	Yes	N	N						N	$ -	900$/ea installed
Clarification #4	Cost Escalation if installed at the end of 2028	Yes	N	N						N	$ -	
Clarification #5	QTO Adjustment	Yes	N	N	$ 18,003					N	$ (9,617)	326 lf less
Clarification #6	Demo and Replace adjacent fence at WTP #3	Yes		G	$ 10,888					N	$ 10,888	
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allowances		**Required**	**Confirmation (Y/N)**									
Owner Allowance	**Description:**	----------	----------									
The following Owner allowances are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allowances without prior written direction from an Authorized Representative of Contractor. The stated allowance amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Allocations		**Required**	**Confirmation (Y/N)**									
Contractor / Trade Allocation	**Description:**	Yes										
The following Contractor allocations are included in the amount of this Subcontract. Trade Contractor shall not proceed with any work associated with these allocations without prior written direction from an Authorized Representative of Contractor. The stated allocation amount excludes all related costs, taxes, overhead, profit, bond premiums, and insurance, as these mark-ups are included within Trade Contractor's total Subcontract amount.		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

				Armstrong Fence			Smith Fence Co.			PSG		
Trade Contractor Quote Date	7/30/26											
Gilbane Team Member Responsible for Scope	Berat Akkaya									(386) 532-2100		
				Don Miller			Jamie Allen			Ovi Morales		
E-mail Address	Bakkaya@gilbaneco.com			dmiller@armstrong-fence.com			jallen@smithfence.com			ryan@sterlingenterprisesllc.com		
Phone Number	(904)200-8204											
Bid Package 32C	**Fence & Gates**			$ 119,001			$ 157,417			$ 148,694		
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
Exclusion / Coordination		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description**	---------	---------									
		No	With Division?									
		No	Not Required									
	Base Bid Subtotal			$ 119,001			$ 157,417			$ 148,694		
	Trade Contractor Plugs			$ 18,003			$ -			$ 1,271		
	GILBANE Qualified Plugs Total			$ 13,388			$ -			$ -		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 150,392			$ 157,417			$ 149,965		

Company _____

Name _____

Title _____

Signature _____

Date _____

Selected Bidder

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

		Florida Solar	Solar-Fit	Fifteen Light Years
Trade Contractor Quote Date	7/30/26			
		Blake Blackmon	(386) 527-1435 Bill Gallagher	855-438-1515 Nicole Giordano
Gilbane Team Member Responsible for Scope	Berat Akkaya			
E-mail Address	Bakkaya@gilbaneco.com	blake@floridasolarcontracting.com	bill@solar-fit.com	
Phone Number	(904)200-8204			
Bid Package 48A	**Solar Panels**	$ 778,000	$ 856,800	$ 1,068,180

				Florida Solar			Solar-Fit			Fifteen Light Years		
				Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments	Y,N,G,OA,CA	Value ($)	Comments
General Project Requirements		**Required**	**Confirmation (Y/N)**									
Trade Contractor will sign Gilbane's subcontract agreement without comment:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the terms of the Owner / Prime Agreement:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor is prequalified in Gilbane's qualification system:		Yes		Y	Included		Y	Included		Y	Included	
Trade Contractor has accepted the following exhibits that are part of the Project Manual:		Yes		Y	Included		Y	Included		Y	Included	
BIM participation and Execution plan		Yes		Y	Included		Y	Included	SolarFit will join meetings as required for coordination	Y	Included	
Delegated Design		Yes		Y	Included		Y	Included		Y	Included	
Contract Documents		Yes		Y	Included		Y	Included		Y	Included	
General Requirements		Yes		Y	Included		Y	Included		Y	Included	
Project Manual		Yes		Y	Included		Y	Included		Y	Included	
Schedule		Yes		Y	Included		Y	Included		Y	Included	
Logistics		Yes		Y	Included		Y	Included		Y	Included	
Mockup		Yes		N			N	$ -		N		
		Yes										
Bid per Plans and Specifications?	Any alternates need to be called out	Yes		Y	Included		Y	Included		Y	Included	
All Addendum Included:	Addendum #1	Yes		Y	Included		Y	Included		Y	Included	
All Taxes		Yes		Y	Included		Y	Included		Y	Included	
Community Impact and Engagement Status:	MWBE/MBE etc.	Yes										
Trade Contractor Includes Bond and Insurance Costs Bonds and Insurance:		Yes		Y	Included		Y	Included		Y	Included	
General Liability Insurance	Higher coverage required if work requires crane mobilization	Yes		Y	Included		Y	Included		Y	Included	
Workers Comp Insurance		Yes		Y	Included		Y	Included		Y	Included	
Professional Liability	If work includes delegated design, include professional liability insurance	Yes		Y	Included		Y	Included		Y	Included	
Auto Liability		Yes		Y	Included		Y	Included		Y	Included	
		Yes										
		Yes										
Trade Specific Scope		**Required**	**Confirmation (Y/N)**									
Drawing or Specification # and Detail	**Description:**	----------	----------									
This Agreement shall include, but not be limited to:		Yes										
Specific Scope of Work		Yes										
Scope Item #1	1. Furnish and install all labor, material, equipment and supervision required to complete all Solar Photovoltaic System and related work as required by and in accordance with the Drawings, Specifications and all applicable Contract Documents.	Yes		Y	Included		Y	Included		Y	Included	
Scope Item #2	2. This Trade Contractor shall include complete VDC/BIM Coordination in accordance with the BIM Standards and Specifications included in the Project Manual.	Yes		Y			Y	Included		Y	Included	
Scope Item #3	3. Include Commissioning support for Owner provided Commissioning Agent including meetings, start-up/testing reports, and other documentation as required.	Yes		Y			Y	Included		Y	Included	
Scope Item #4	4. Include all as-built drawings, attic stock, Owner training, O&M manuals, warranties, and all other closeout documentation associated with this trade package scope of work.	Yes		Y			Y	Included		Y	Included	
Scope Item #5	5. Participate in Owner Direct Purchase tax saving program for material PO's $10,000 or greater.	Yes		N			N	$ -	Need to confirm they can do ODP	N		
Scope Item #6	6. Comply with all LEED requirements and provide LEED documentation related to this trade package scope of work. Any absorptive materials must be stored on dunnage or palates off of the ground and protected from moisture. Include metering devices as required for LEED.	Yes		Y	Included		Y	Included		Y	Included	
Scope Item #7	7. Include all required Florida Product Approval/NOA documentation or design calculations to meet the wind category as required to comply with the Authority having Jurisdiction. Refer to the Structural drawings indicating wind Category 4 at 160 mph.	Yes		N			N	$ -	Upgraded to Cat 4	N		
Scope Item #8	8. Furnish and install all caulking and sealants associated with this Work and between this Work and adjacent work and as required for your work to maintain smoke or weather tightness.	Yes		Y	Included		Y	Included	Masterseal MP-1	Y	Included	
Scope Item #9	9. This Trade Contractor shall Furnish and install all firestopping as required at all penetrations through rated walls, floors and ceilings in accordance with the Specifications.	Yes		y	Included		y	Included		y	Included	
Scope Item #10	10. Provide a fully delegated designed of photovoltaic system. Include engineering, permits, materials, equipment, grid interconnection coordination with Utility company (FPL), monitoring set up, and commissioning.	Yes		y	Included		y	Included		y	Included	
Scope Item #11	11. Furnish and install complete turn-key roof mounted solar array and associated racking system installed on standing seam metal roof (roof provided by others). Maintain access walkways and roof edge clearances shown on the Architectural drawings. 40% of the total roof area shall be installed with a total effective photovoltaic area of 22,000 SF. The total building usage is estimated to be 710,388 kWh/year.	Yes		y	Included		y	Included		y	Included	
Scope Item #12	12. Coordinate with the Utility company (FPL) and the Owner to facilitate Solar Tax Credits.	Yes		y	Included		y	Included	No Solar Tax Credits for projects completed after 2027.	y	Included	
Scope Item #13	13. Coordinate with the Electrical trade contractor for the size, quantity, and layout of the required raceways for your system. The raceways with pull strings will be provided by the electrical contractor.	Yes		y	Included		y	Included	Includes PV Panel, Breaker. Main Disconnect furnished by Electrician - conduit and wire from Disconnect to PV Panel by SolarFit. SolarFit Includes all raceways required for their own system.	y	Included	
Scope Item #14	14. Coordinate layout for Solar PV System equipment in the main electrical room.	Yes		y	Included		y	Included		y	Included	
Scope Item #15	15. Provide Life Cycle/Payback analysis for the Owner.	Yes		y	Included		y	Included		y	Included	
Scope Item #16	16. Provide Value Engineering options for a reduced initial installation with the capacity to expand to full capacity in the future. See deductive alternate section above.	Yes		y	Included		y	Included		y	Included	
		Yes										
Additional Scope Clarifications												
Solar Module		Yes		y	Included		y	Included	Hyundai	y	Included	
Solar Module Size		Yes		G	$ -		y	Included	640 Watts DC			
Solar Module #		Yes					y	Included	#775			
Solar Power Size		Yes		G	$ 150,000	320 KW	y	Included	496,230 DC Watts			
Power Inverters		Yes					y	Included	SEKUS			
Power Optimizers		Yes					y	Included	SolarEdge P600			
ODP Value		Yes					N	$ -				
Three Electric Vehicle (EV) Chargers - OA		Yes		G	$ 24,795		N	$ 24,795		G	$ 24,795	
		Yes										

CoPC MOC Phae 1C Maintenance and Wash Buildings

240 Peavy Grade, Palm Coast Florida, 32127

Trade Contractor Quote Date	7/30/26			Florida Solar			Solar-Fit			Fifteen Light Years		
							(386) 527-1435			855-438-1515		
Gilbane Team Member Responsible for Scope	Berat Akkaya			Blake Blackmon			Bill Gallagher			Nicole Giordano		
E-mail Address	Bakkaya@gilbaneco.com			blake@floridasolarcontracting.com			bill@solar-fit.com					
Phone Number	(904)200-8204											
Bid Package 48A	**Solar Panels**			$ 778,000			$ 856,800			$ 1,068,180		
		Yes										
		Yes										
		Yes										
		Yes										
		Yes										
	Base Bid Subtotal			$ 778,000			$ 856,800			$ 1,068,180		
	Trade Contractor Plugs			$ -			$ 24,795			$ -		
	GILBANE Qualified Plugs Total			$ 174,795			$ -			$ 24,795		
	Owner Allowances			$ -			$ -			$ -		
	Contractor Allocations			$ -			$ -			$ -		
	Reconciled Bid Amount			$ 952,795			$ 881,595			$ 1,092,975		

Company

Name

Title

Signature

Date

PROJECT NAME: Palm Coast Public Works Facility **OWNER:** City of Palm Coast **PROJECT LOCATION:** , FL **AE:**

Construction Professional Staffing

Personnel	Name	Hours	Avg. Hrly Rate	Total
Project Executive	Ty P Bliss	881	$144.32	**$127,142**
Sr Project Manager	Berat Akkaya	3,274	$119.94	**$392,683**
Lead Superintendent	Peter Medeiros	3,274	$104.92	**$343,500**
Field Engineer I	Trysten A Pujol	3,490	$63.21	**$220,619**
Field Engineer II	TBD1	1,404	$76.23	**$107,027**
Construction Intern 2	TBD2	1,640	$44.82	**$73,508**
Business Leader I	Adam J Verducci	42	$231.40	**$9,720**
Project Controller	Stephanie L Taylor	46	$112.02	**$5,153**
Accountant II	Brian P McCarren	786	$74.86	**$58,841**
Purchasing Director	Yannick B Dauphas	100	$151.17	**$15,117**
Purchasing Agent II	Ashly N Hollenback	200	$59.73	**$11,946**
Scheduling Director	Ronald H Weber Jr	40	$215.85	**$8,635**
Sr Safety Manager	Jeffrey L Phelps	156	$123.54	**$19,274**
Totals		**15,333**		**$1,393,165**

PROJECT NAME: Palm Coast Public Works Facility **OWNER:** City of Palm Coast **PROJECT LOCATION:** , FL **AE:**

Construction Site Services

Description	QTY	Unit	Rate	Billable Amount
Cleanup				**$45,000**
Dumpsters	100	Ea	$450.00	$45,000
Equipment and Small Tools				**$30,000**
Small Tools	20	Mo	$500.00	$10,000
Temporary Heating and Cooling	2	Mo	$10,000.00	$20,000
Incentives				**$67,542**
Bonus: Berat Akkaya	1	Mo	$27,622.00	$27,622
Bonus: Peter Medeiros	1	Mo	$21,478.00	$21,478
Bonus: TBD1	1	Mo	$4,171.00	$4,171
Bonus: Ty P Bliss	1	Mo	$14,271.00	$14,271
Job Travel				**$13,000**
Project Travel/Mileage	20	Mo	$650.00	$13,000
Jobsite Setup				**$3,400**
Fire Extinguishers Purchase (Consumables)	4	Ea	$250.00	$1,000
Fire Extinguishers Recharge	4	Ea	$100.00	$400
Signage - Jobsite Sign (Consumable)	1	LS	$2,000.00	$2,000
Jobsite Temporary Items				**$3,000**
Lunch Tent	1	LS	$3,000.00	$3,000
Photos				**$12,000**
360 Imagery	1	LS	$3,000.00	$3,000
Drone	20	Mo	$300.00	$6,000
Final Professional Photos	1	LS	$3,000.00	$3,000
Project Permits				**$500**
Permit Expenses	1	LS	$500.00	$500
Related Services				**$5,000**
Janitorial Service	20	Mo	$250.00	$5,000
Safety				**$3,200**
AED Unit Purchase	1	Ea	$1,000.00	$1,000
AED Unit Recertify	1	Ea	$500.00	$500
First Aid Kits (Consumable)	1	LS	$300.00	$300
Safety Boots	4	Ea	$100.00	$400
Safety Supplies (Consumable)	20	Mo	$50.00	$1,000
Sanitary Facilities				**$20,000**
GRAND TOTALS:				**$631,336**

Description	QTY	Unit	Rate	Billable Amount
Temporary Toilets	20	Mo	$1,000.00	$20,000
Trailer Supplies				**$5,000**
Drawing Reproduction	2	Ea	$500.00	$1,000
Drinking Water	20	Mo	$100.00	$2,000
Office Supplies	20	Mo	$100.00	$2,000
Technology				**$223,694**
Connectivity - Internet	20	Mo	$400.00	$8,000
Hardware - Cell Phone - Standard Issue	20	Ea	$450.00	$9,000
Hardware - iPad Standard	20	Ea	$450.00	$9,000
Hardware - Laptop Peripherals	1	LS	$1,000.00	$1,000
MIS: Enterprise-wide Support Applications	16235	Hr	$1.49	$24,190
MIS: Fixed Technology Support Service	16235	Hr	$2.43	$39,451
MIS: Job Specific Technology Service	16235	Hr	$5.56	$90,267
Software - Procore	37240	Ea	$0.65	$24,206
Textura CPM Software - Gilbane Only	1	Ea	$8,580.00	$8,580
Software - Clearstory	1	Ea	$10,000.00	$10,000
Temporary Fence				**$50,000**
Temp Fencing mods & Scrim	1	LS	$50,000.00	$50,000
Temporary Protection				**$15,000**
Polished Concrete Floors	5000	Sf	$3.00	$15,000
Temporary Rails				**$40,000**
Fencing/Barriers	1	LS	$40,000.00	$40,000
Trailer				**$95,000**
Office	20	Mo	$4,200.00	$84,000
Setup and Removal	1	LS	$5,000.00	$5,000
Storage Containers	20	Mo	$300.00	$6,000
GRAND TOTALS:				**$631,336**

Next 150

Craft Labor Billing

Personnel	Hours	Avg. Hrly Rate	Total
General Labor(1)	1,979	$63.01	**$124,703**
Totals	**1,979**	**$63.01**	**$124,703**

Total Site Services: $756,038

Owner Allowances

Palm Coast Public Works Facility

J08878

9/18/2026

Type	Allowance No.	Allowance Description	Value in Trade Contract ($)	Value Not in Trade Contract ($)
Owner	OA-01	Builder's Risk Insurance	$ -	$ 430,000.00
Owner	OA-02	Balance of Sitework, Temp Access Road, Signage & Striping	$ -	$ 475,000.00
		Total	**$ -**	**$ 905,000**
Allowances identified as "Owner" shall reconcile to the Owner's Contingency via Change Order and require Owner approval prior to use.				

Trade Allocations

Palm Coast Public Works Facility

J08878

9/18/2026

Trade Allocation No.	Bid Package No. & Description	Trade Allocation	Total
03A-01	03A Concrete	Elevated Deck Changes based on Delegated Design	$ 30,000
03A-02	03A Concrete	Bollard Modification Allowance	$ 20,000
03A-03	03A Concrete	Additional 30 days of bracing	$ 16,000
03A-04	03A Concrete	Tilt Wall Bracing to Outside	$ 38,000
05A-01	05A Structural Steel	Supplemental Steel	$ 25,000
07C-01	07C Insulation	Patching Allowance	$ 5,000
10A-01	10A Misc. Specialties	Additional Corner Guards	$ 3,000
10B-01	10B Signage	Additional Signage	$ 2,500
13B-01	13B PEMB	Supplemental Steel for Curtain Wall & Amico Mesh Support	$ 200,000
26A-01	26A Electrical	PV Infrastructure Allowance	$ 40,000
		Total	**$ 379,500**
Trade Allocations identified shall reconcile to the CM Contingency and do not require prior Owner authorization.			

Builders Risk Quote (Travelers)

Program: Full N/A **Trns Type:** Quote
Date: 9/8/26

BUILDERS RISK PREMIUM		Transactions	
$420,423	**Total Term Premium**	**$0**	
$214,176	Builders Risk Premium	**$0**	
$6,248	Faulty, Inadequate, Defective Wkmanship	**$0**	
Incl. in Term Premium	Terrorism (TRIA)	**$0**	
$200,000	Excess Windstorm Indication	**$0**	
$0	0.0000	**$0**	

Project Name:	Palm Coast Public Works Facility
Job Number:	J08878.100
Construction Type:	6 Fire Resistive
Project Term:	1/4/2027 - 9/11/2028
Project Location:	**400 Peavy Grade, Palm Coast, FL 32137**

Project Description
Construction of new fleet maintenance building and a seperate wash building. Envelope to be strenghened to category 4 hurricanes for shelter. Main building shell is made out of pre-engineered metal building and tilt walls up to 20', above tilt walls to be combination of insulated metal panels and translucent panels. Main building roof to be standing seam roof and will have solar panels. Wash building is traditional tilt wall and structural steel with flat roof that is TPO.

Builders Risk Limit	**$37,000,000**	**Delay in Completion Limit**	**$5,000,000**
Hard Cost	**$37,000,000**	**Soft Costs:**	**$5,000,000**
Equipment	**$0**	**Business income/ loss of rents:**	**$0**

Sublimits:

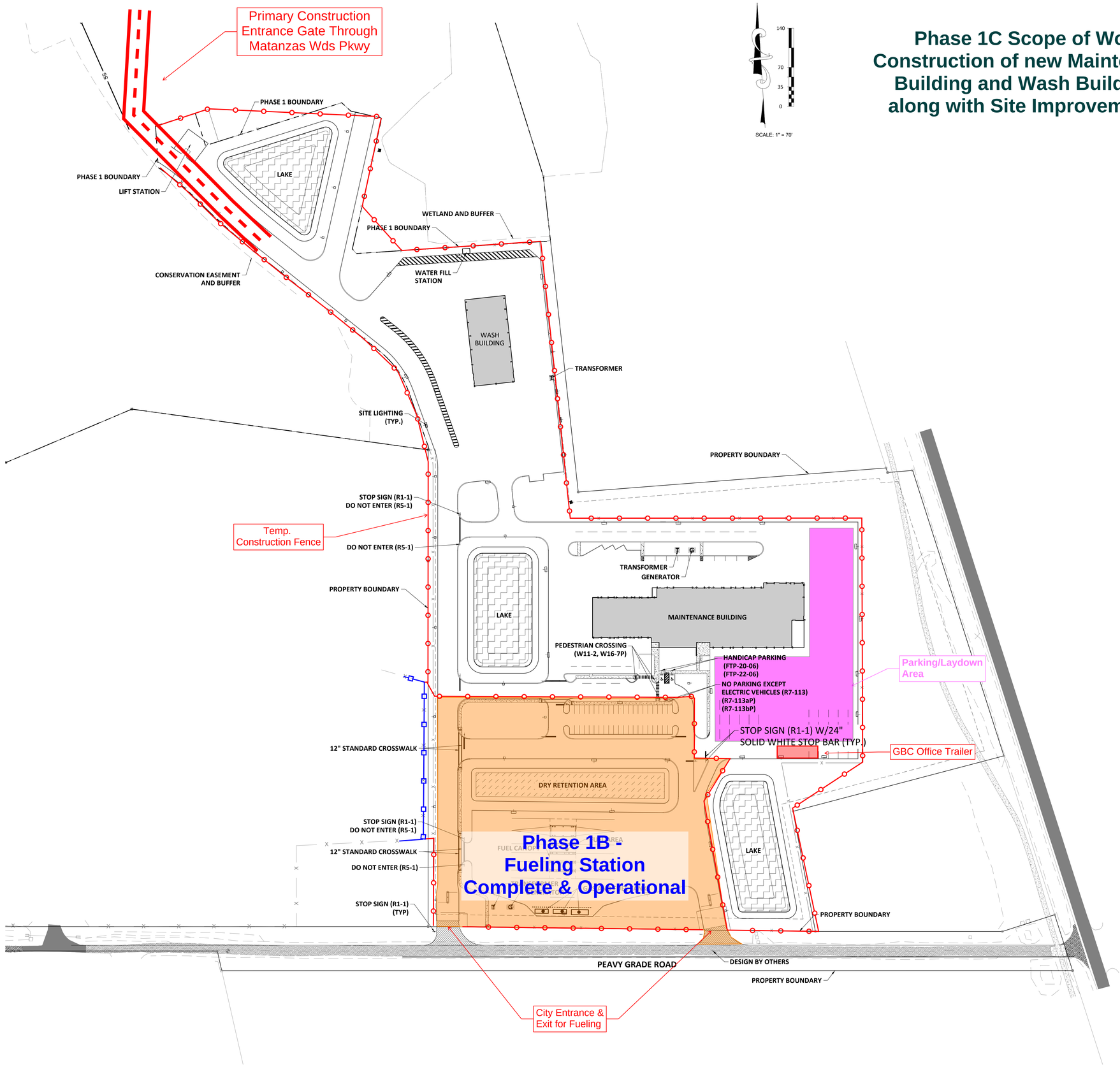
			CAT Zone
$37,000,000	Flood		X
$37,000,000	Windstorm	w/purchase of excess limits	HH
$37,000,000	Earth Movement		LH
$5,000,000	Insured Property While In the course of Transit		
$5,000,000	Insured Property at Offsite Temporary Storage		
$500,000	Loss Adjustment Expenses		
$2,500,000	Contractors Expediting Expenses		
$2,500,000	Extra Expenses		
$10,000,000	Debris Removal		
$100,000	Landscaping and Signs		
$250,000	Crane Re-Erection Expense		
$5,000,000	Ordinance or Law Expenses – Demolition and Increased Costs of Construction combined		
$100,000	Construction Equip & Office Trailers		
$50,000,000	Faulty, Inadequate, defective workmanship		
$2,500,000	Existing Building Coverage - Damage from Construction Operations		
10%	Escalation: Hard Cost		

Deductibles:

AOP	$25,000
Flood	$25,000
Windstorm	5%/$250,000
Earth Movement	$25,000
Water Damage	$50,000
Faulty Workmanship	$150,000
Waiting Period Days:	21

SECTION 4

- SITE UTILIZATION PLAN
- PROJECT SCHEDULE – PHASE 1C



Phase 1C Scope of Work
Construction of new Maintenance Building and Wash Buildings along with Site Improvements.

SIGN LEGEND

STOP	STOP SIGN 36"X36"(R1-1)
DO NOT ENTER	DO NOT ENTER 30"X30" (R5-1)
PARKING BY DISABLED PERMIT ONLY / FINE $250 MIN	HANDICAP PARKING (FTP-20-06)
	$250 FINE (FTP-22-06)
NO PARKING EXCEPT WHILE CHARGING	NO PARKING EXCEPT WHILE CHARGING (R7-113)
VEHICLE MUST BE PLUGGED IN	VEHICLE MUST BE PLUGGED IN (PLAQUE) (R7-113aP) VACATE STALL WHEN CHARGING COMPLETED (PLAQUE) (R7-113bP)
	PEDESTRIAN CROSSING 30"X30" (W11-2)
	DIAGONAL ARROW (W16-7P)

BUILDING SUMMARY

BUILDING USE	GROSS FLOOR AREA (SF)
FLEET MAITENANCE BLDG	49,783 SF
TOTAL BUILDING AREAS	49,783 SF

PARKING SUMMARY

USE	CALCULATIONS	SPACES REQUIRED	SPACES PROVIDED
FLEET MAINTENANCE		18	44
HANDICAP	TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY (26 TO 50)	2	2
BICYCLE	3 SPACES FOR 41-60 REQUIRED AUTOMOBILE SPACES	3	3
		120	42 (2)

1. PARKING CALCULATIONS PER THE CITY OF PALM COAST PARKING FLEXIBILITY STUDY.
2. (#) REPRESENTS THE NUMBER OF HANDICAP SPACES INCLUDED IN THE TOTAL SPACES PROVIDED.

ZONING DISTRICT DIMENSIONS STANDARDS

ZONING DISTRICT STANDARD (IND-1)	REQUIRED	PROVIDED
MIN. LOT SIZE	20,000 SF	1,199,476.24 SF
MIN. LOT WIDTH	100'	1,396'
MAX. IMPERVIOUS SURFACE RATIO (ISR)	0.70	0.53
MAX. FLOOR AREA RATIO (FAR)	0.35	0.05
MAX. BUILDING HEIGHT	65'	33'
INTERIOR SIDE AND REAR SETBACKS	10'	105'/130'
MIN. BUILDING SETBACKS FROM STREETS:		
ARTERIAL/COLLECTOR ROAD	25'	282'
LOCAL ROAD	25'	102'

BUFFER TABLE

LOCATION	ADJACENT USE	BUFFER REQUIRED	BUFFER PROVIDED
NORTH	INDUSTRIAL	TYPE 'C'	20' TYPE 'C'
SOUTH	NON SPECIALLY DESIGNATED ROAD	TYPE 'A'	25' TYPE 'A'
EAST	SPECIALLY DESIGNATED ROADS OR SEGMENTS	TYPE 'G'	35' TYPE 'G'
WEST	INDUSTRIAL	TYPE 'C'	15' TYPE 'C'

LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED BUILDING
- PROPOSED LAKE
- PROPOSED DRY DETENTION AREA
- PROPOSED STABILIZATION
- SECURITY FENCE
- SINGLE HEAD SITE LIGHTING
- SINGLE HEAD SITE LIGHTING

POND
1200 Riverplace Drive, Suite 600
Jacksonville, Florida 32207

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FL. LICENSE NUMBERS:
ARCHITECTURE: AA26001253
ENGINEERING: 8085

CONSULTANT LOGO

DRMP
ENGINEERS • SURVEYORS • PLANNERS • ECONOMISTS
1404 Dean Street Suite 101 - Fort, Myers, Florida 33901
Phone 239.206.5000 WWW.DRMP.COM

EOR/AOR SEAL



COA SEAL

CLIENT INFORMATION

CITY OF PALM COAST, FLORIDA — PALM COAST — INCORPORATED 1999

PROJECT NAME

MUNICIPAL OPERATIONS CENTER
FLEET MAINTENANCE BUILDING

PALM COAST, FL
32137

DRAWING ISSUE

MARK	DESCRIPTION	DATE

DESIGNED BY:	SF
DRAWN BY:	DZ
CHECKED BY:	PB
SUBMITTED BY:	SF
DATE:	06/18/2024
PROJECT #:	20-0468.000

SHEET TITLE

OVERALL SITE PLAN PHASE 1

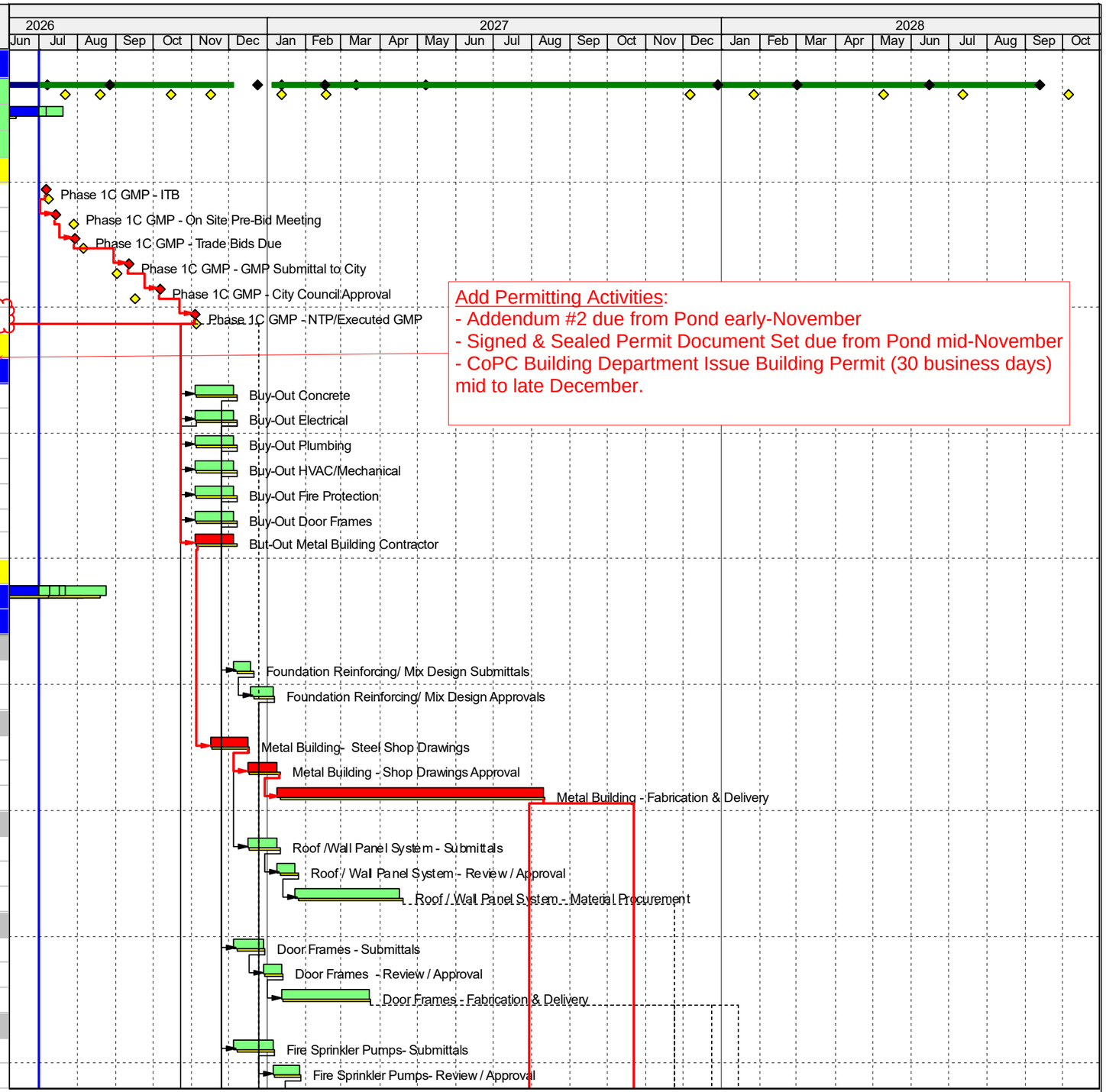
SHEET NUMBER

C05.0

ORIGINAL SHEET SIZE:
30" X 42"

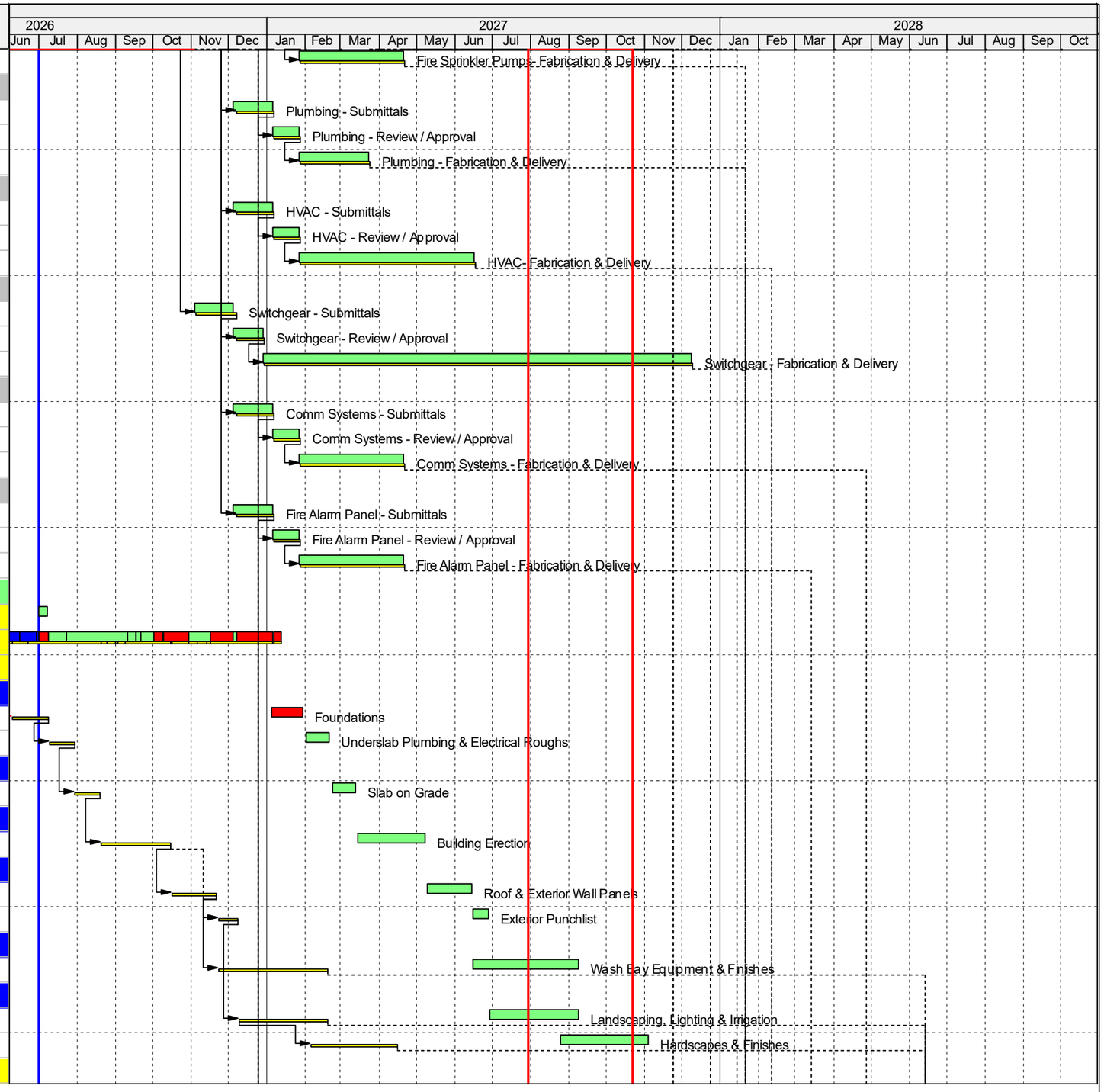
100% SUBMITTAL

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
COPC MOC - Con Update 13					
MILESTONES					
DESIGN & PERMITS					
PRE-CONSTRUCTION SERVICES					
GMP - Fleet Maintenance Building & Wash Building (Phase 1C) - Round 4					
A1300		Phase 1C GMP - ITB	0		06-Jul-26
A1310		Phase 1C GMP - On Site Pre-Bid Meeting	0		14-Jul-26
A1320		Phase 1C GMP - Trade Bids Due	0		30-Jul-26
A1330		Phase 1C GMP - GMP Submittal to City	0		11-Sep-26
A1340		Phase 1C GMP - City Council Approval	0		06-Oct-26
A1350		Phase 1C GMP - NTP/Executed GMP	06 NOV 26		03-Nov-26
Subcontractor Buy-Out					
Priority Packages - Phase 1C and Balance					
BUY-110		Buy-Out Concrete	20	03-Nov-26	04-Dec-26
BUY-120		Buy-Out Electrical	20	03-Nov-26	04-Dec-26
BUY-130		Buy-Out Plumbing	20	03-Nov-26	04-Dec-26
BUY-150		Buy-Out HVAC/Mechanical	20	03-Nov-26	04-Dec-26
BUY-160		Buy-Out Fire Protection	20	03-Nov-26	04-Dec-26
BUY-180		Buy-Out Door Frames	20	03-Nov-26	04-Dec-26
BUY-010		But-Out Metal Building Contractor	20	03-Nov-26	04-Dec-26
Submittals & Materials Procurement					
Phase 1B Fuel Station & Peavy Grade Procurement					
Phase 1C Materials					
Div 03 - Concrete - Phase 1C					
03-100		Foundation Reinforcing/ Mix Design Submittals	10	04-Dec-26	18-Dec-26
03-150		Foundation Reinforcing/ Mix Design Approvals	10	18-Dec-26	05-Jan-27
Div 05 - Pre-Fab Metal Building Steel					
05-100		Metal Building- Steel Shop Drawings	20	16-Nov-26	16-Dec-26
05-150		Metal Building - Shop Drawings Approval	15	16-Dec-26	08-Jan-27
05-160		Metal Building - Fabrication & Delivery	150	08-Jan-27	10-Aug-27
Div 07 - Metal Roof & Exterior Wall Panels					
07-100		Roof /Wall Panel System - Submittals	15	16-Dec-26	08-Jan-27
07-110		Roof / Wall Panel System - Review / Approval	10	08-Jan-27	22-Jan-27
07-120		Roof / Wall Panel System - Material Procurement	60	22-Jan-27	16-Apr-27
Door Frames					
08-100		Door Frames - Submittals	15	04-Dec-26	28-Dec-26
08-110		Door Frames - Review / Approval	10	28-Dec-26	12-Jan-27
08-120		Door Frames - Fabrication & Delivery	50	12-Jan-27	23-Mar-27
Div 21 - Fire Suppression					
21-100		Fire Sprinkler Pumps- Submittals	20	04-Dec-26	05-Jan-27
21-110		Fire Sprinkler Pumps- Review / Approval	15	05-Jan-27	26-Jan-27



Add Permitting Activities:
- Addendum #2 due from Pond early-November
- Signed & Sealed Permit Document Set due from Pond mid-November
- CoPC Building Department Issue Building Permit (30 business days) mid to late December.

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
21-120		Fire Sprinkler Pumps- Fabrication & Delivery	60	26-Jan-27	20-Apr-27
Div 22 - Plumbing					
22-100		Plumbing - Submittals	20	04-Dec-26	05-Jan-27
22-110		Plumbing - Review / Approval	15	05-Jan-27	26-Jan-27
22-120		Plumbing - Fabrication & Delivery	40	26-Jan-27	23-Mar-27
Div 23 - HVAC					
23-100		HVAC - Submittals	20	04-Dec-26	05-Jan-27
23-110		HVAC - Review / Approval	15	05-Jan-27	26-Jan-27
23-120		HVAC- Fabrication & Delivery	100	26-Jan-27	16-Jun-27
Div 26 - Electrical					
26-100		Switchgear - Submittals	20	03-Nov-26	04-Dec-26
26-110		Switchgear - Review / Approval	15	04-Dec-26	28-Dec-26
26-120		Switchgear - Fabrication & Delivery	240	28-Dec-26	08-Dec-27
Div 27 - Communications					
27-100		Comm Systems - Submittals	20	04-Dec-26	05-Jan-27
27-110		Comm Systems - Review / Approval	15	05-Jan-27	26-Jan-27
27-120		Comm Systems - Fabrication & Delivery	60	26-Jan-27	20-Apr-27
Div 28 - Fire Alarm					
28-100		Fire Alarm Panel - Submittals	20	04-Dec-26	05-Jan-27
28-110		Fire Alarm Panel - Review / Approval	15	05-Jan-27	26-Jan-27
28-120		Fire Alarm Panel - Fabrication & Delivery	60	26-Jan-27	20-Apr-27
PHASE 1 CONSTRUCTION					
PHASE 1A - SITEWORK					
PHASE 1B FUELING STATION					
PHASE 1C WASH BUILDING					
FOUNDATIONS & SLAB					
FDN-1350		Foundations	20	04-Jan-27*	29-Jan-27
FDN-1360		Underslab Plumbing & Electrical Roughs	15	01-Feb-27	19-Feb-27
Slab on Grade					
FDN-1370		Slab on Grade	15	22-Feb-27	12-Mar-27
STRUCTURE					
CLA-9530		Building Erection	40	15-Mar-27	07-May-27
ROOFING & EXTERIORS					
CLA-9540		Roof & Exterior Wall Panels	25	10-May-27	14-Jun-27
CLA-9570		Exterior Punchlist	10	15-Jun-27	28-Jun-27
EQUIPMENT					
A1110		Wash Bay Equipment & Finishes	60	15-Jun-27	08-Sep-27
SITE FINISHES					
A1120		Landscaping, Lighting & Irrigation	50	29-Jun-27	08-Sep-27
A1130		Hardscapes & Finishes	50	25-Aug-27	03-Nov-27
PHASE 1C FLEET MAINTENANCE					



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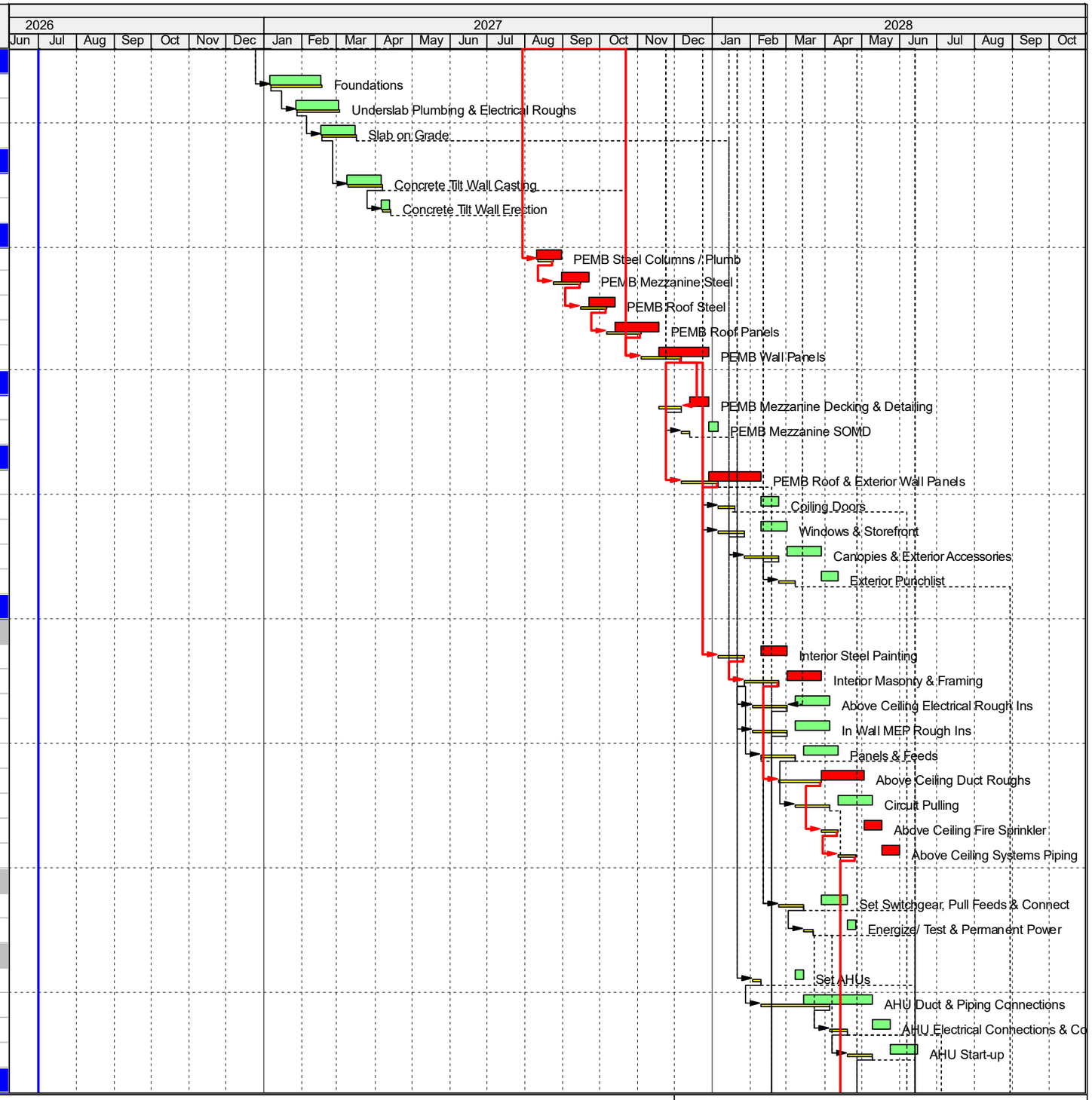
Remaining Level of Effort
Actual Level of Effort
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Summary Milestones
Critical Milestones
Baseline Milestone
Milestone

COPC MOC - Con Update 13

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
FOUNDATIONS & SLAB					
FDN-1050		Foundations	30	05-Jan-27	16-Feb-27
FDN-1150		Underslab Plumbing & Electrical Roughs	25	26-Jan-27	02-Mar-27
FDN-1300		Slab on Grade	20	16-Feb-27	16-Mar-27
TILTWALL					
CLA-2130		Concrete Tilt Wall Casting	20	09-Mar-27	06-Apr-27
CLA-2140		Concrete Tilt Wall Erection	5	06-Apr-27	13-Apr-27
PEMB & PANELS					
CLA-2150		PEMB Steel Columns / Plumb	15	10-Aug-27	31-Aug-27
CLA-2160		PEMB Mezzanine Steel	15	31-Aug-27	22-Sep-27
CLA-2170		PEMB Roof Steel	15	22-Sep-27	13-Oct-27
CLA-2180		PEMB Roof Panels	25	13-Oct-27	18-Nov-27
CLA-2100		PEMB Wall Panels	25	18-Nov-27	28-Dec-27
MEZZANINE					
CLA-2110		PEMB Mezzanine Decking & Detailing	10	13-Dec-27	28-Dec-27
CLA-2120		PEMB Mezzanine SOMD	5	28-Dec-27	05-Jan-28
ROOFING & EXTERIORS					
CLA-4000		PEMB Roof & Exterior Wall Panels	30	28-Dec-27	09-Feb-28
CLA-4100		Coiling Doors	10	09-Feb-28	23-Feb-28
CLA-4110		Windows & Storefront	15	09-Feb-28	01-Mar-28
CLA-4300		Canopies & Exterior Accessories	20	01-Mar-28	29-Mar-28
CLA-4999		Exterior Punchlist	10	29-Mar-28	12-Apr-28
INTERIOR ROUGHS					
In-Wall & Above Ceiling					
CLA-1310		Interior Steel Painting	15	09-Feb-28	01-Mar-28
FL1-5000		Interior Masonry & Framing	20	01-Mar-28	29-Mar-28
FL1-5100		Above Ceiling Electrical Rough Ins	20	08-Mar-28	05-Apr-28
FL1-5200		In Wall MEP Rough Ins	20	08-Mar-28	05-Apr-28
FL1-5600		Panels & Feeds	20	15-Mar-28	12-Apr-28
FL1-5110		Above Ceiling Duct Roughs	25	29-Mar-28	03-May-28
FL1-5610		Circuit Pulling	20	12-Apr-28	10-May-28
FL1-5120		Above Ceiling Fire Sprinkler	10	03-May-28	17-May-28
FL1-5130		Above Ceiling Systems Piping	10	17-May-28	01-Jun-28
Main Electrical Room					
MEC-5550		Set Switchgear, Pull Feeds & Connect	15	29-Mar-28	19-Apr-28
MEC-5560		Energize/ Test & Permanent Power	5	19-Apr-28	26-Apr-28
Air Handler Rooms					
AHU-5500		Set AHUs	5	08-Mar-28	15-Mar-28
AHU-5510		AHU Duct & Piping Connections	40	15-Mar-28	10-May-28
AHU-5520		AHU Electrical Connections & Controls	10	10-May-28	24-May-28
AHU-5530		AHU Start-up	15	24-May-28	15-Jun-28
INTERIOR FINISHES					



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Page 3 of 4
J08878-CUD-13

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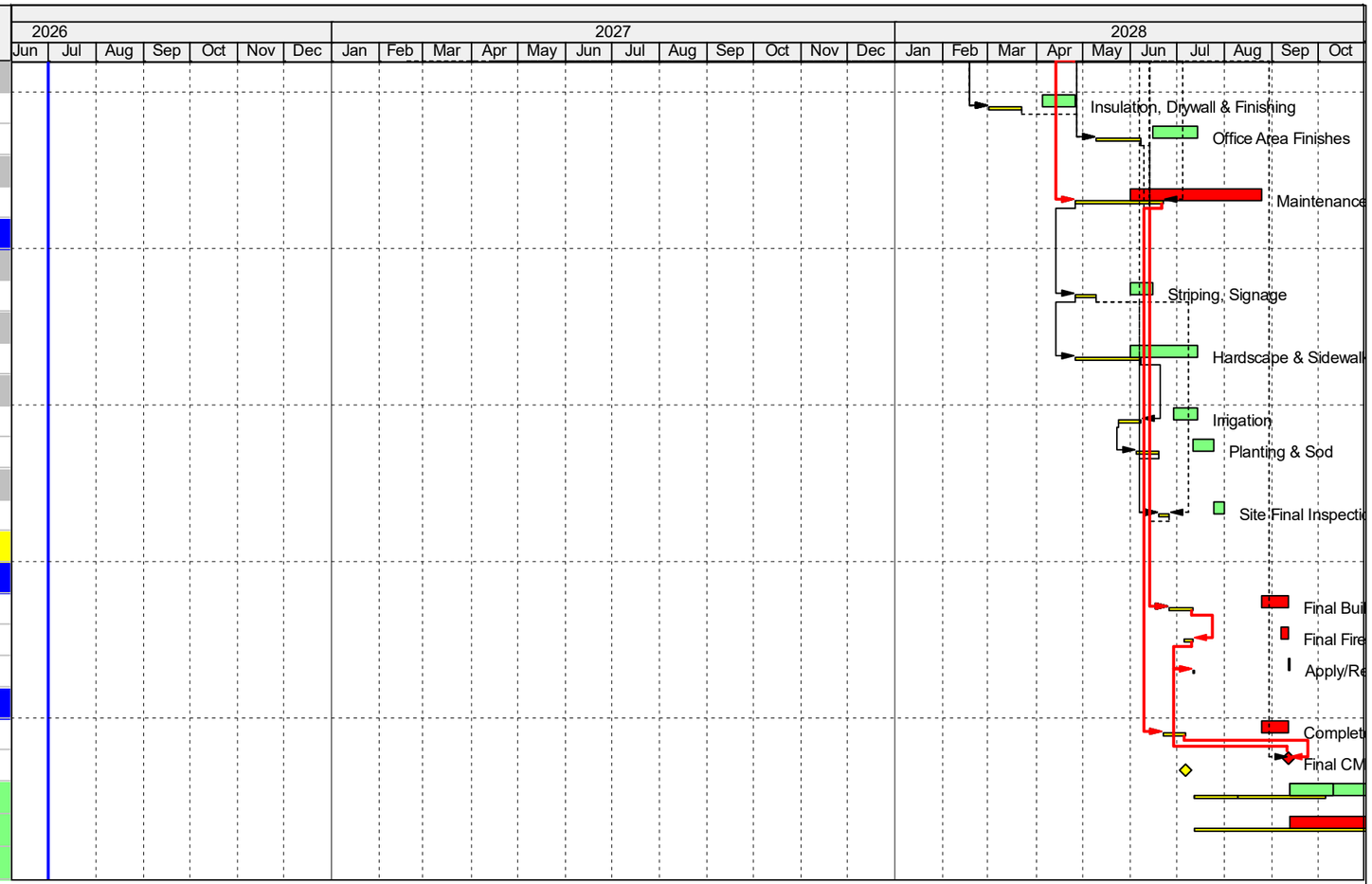
COPC MOC - Con Update 13

Activity ID	!Safety Risk Category	Activity Name	Orig Dur	Start	Finish
Office Area					
FL1-5900		Insulation, Drywall & Finishing	15	05-Apr-28	26-Apr-28
FL1-7000		Office Area Finishes	20	15-Jun-28	14-Jul-28
Maintenance Bays					
FL1-7910		Maintenance Bay Equipment & Finishes	60	01-Jun-28	25-Aug-28
SITE EXTERIORS & FINISHES					
Aprons					
PAVE-410		Striping, Signage	10	01-Jun-28	15-Jun-28
Hardscape					
SF-2000		Hardscape & Sidewalks	30	01-Jun-28	14-Jul-28
Irrigation & Landscape					
SF-8000		Irrigation	10	29-Jun-28	14-Jul-28
SF-8500		Planting & Sod	10	11-Jul-28	25-Jul-28
Site Final Inspections & Punchlist					
SF-9500		Site Final Inspections & Punch	5	25-Jul-28	01-Aug-28
PHASE 1 OCCUPANCY & FINAL INSPECTIONS					
Final Inspection					
CO-100		Final Building Inspections	10	25-Aug-28	11-Sep-28
CO-200		Final Fire Inspections	3	06-Sep-28	11-Sep-28
CO-220		Apply/Receive Certificate of Occupancy - Phase 1	1	11-Sep-28	12-Sep-28
Final Contractor Punchlist					
CLA-9500		Complete Contractor Punch Out	10	25-Aug-28	11-Sep-28
CO-210		Final CM Punchlist Completion	0		11-Sep-28
PHASE 1 - A/E Punch / CLOSE-OUT					
PHASE 2 ROAD CONSTUCTION					
PHASE 3					



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Actual Work
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COPC MOC - Con Update 13

1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207

T: 904.543.0400
www.pondco.com

September 16, 2026

Carl Cote
Director of Stormwater and Engineering
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: RFSQ-CD-20-20 City of Palm Coast Public Works Facility MOD #17

Mr. Cote:

Project Background and History:

This contract modification addresses additional services required for the Construction Administration of Phase 1C – vertical construction of the Wash and Maintenance building. The original contract made provisions for a portion of these services but did not address the increase in scope or additional time in the schedule associated with building Phase 1 in three phases (A-sitework, B-Fueling, and C-vertical construction of Wash and Maintenance).

The scope enclosed does not address fees for future construction documents or construction administration for phase 2.

Scope of modifications:

Phase One – Basic Services Construction Administration: GMP-3

The construction administration phase of the project includes the following assumptions:

1. **Cost of Construction of Phase 1C**: Based on the estimate update dated March 23, 2026 – the construction cost for this phase is assumed to $27,734,891.00. More current estimates suggest this value may increase further. No additional fees are anticipated if the cost of construction remains under $29,000,000.00
2. **Site Visits:** Monthly site visits by the Pond Architecture team (1 to 2 people per visit) and discipline support when needed (structural, mechanical, and electrical). Site visits will include issuing summary reports of findings and progress.
3. **OAC Meetings: W**eekly remote meetings attend by Pond project management, Architecture, and discipline support when needed.
4. **Submittal Reviews:** Ninety total reviews of different levels of complexity anticipated.
5. **RFI Reviews:** One hundred and ten total reviews and responses of different levels of complexity anticipated. *Submittal and RFI totals are for reference and may vary.
6. **Pay Application Reviews:** Monthly for the duration.
7. **Project Closeout:** Provide the Owner with closeout drawings and assist in gathering closeout materials from the Contractor.
8. **Equipment Reviews:** WSP will assist Pond and act as owner's representative for review of all equipment previously specified by HDR. HDR is no longer able to support the project in this regard and WSP will work with the team to review submittals for compliance, respond to RFI's and provide punch list services.

Schedule:

Construction Schedule for Phase 1C: Based on the estimate update dated March 23, 2026 – the construction schedule will begin in with the Notice to Proceed for Gilbane in early November 2026. This will begin the submittal phase and coordination with sub-contractors. Full mobilization is anticipated for December of 2026 with construction complete in July of 2028 – **18 months of Construction Administration.**

Architects
Engineers
Planners
Constructors

All Pond marketing materials are printed on papers containing post-consumer recycled fibers and are FSC Certified.

Fees:
2027 Hourly Rates are attached for reference.
The original contract for this project included fees for construction administration. Thos fees have been reallocated over the course of the project. AS-16 notes the remaining fee available for construction administration at $21,722.14. This remaining fee is supplemented by this add service request.

Our team considered two methodologies for fee calculation.
The first uses The Florida Department of Management Services (FDMS) Architecture and Engineering Fee Guide for Services. That calculator serves as a guide for the fees associated with services based on project construction cost and the complexity of the project type. Using that calculator notes that a project of this level of complexity (Complexity Group B) and a construction cost of $27,734,891.00 should result in a total fee of $1,829,037 for schematic design through construction administration. This calculator is limited to basic services and does not include site design, or any specialty consultants like LEED, commissioning, or cost estimating. Construction Administration typically represents 25% of the total base fee. Assuming the total fee of $1,829,037 noted above – the **Construction Administration fee** is suggested at: $1,829,037 * 25% = **$457,259.25**.
The second methodology identifies the hours, and hourly rates associated for each task. This methodology generates a fee of **$467,800.52**.

For this addition service, we are suggesting the fee be based on the FDMS standard less the remaining fee available in AS-16 GMP-3. AS-17 is a request for additional services in the amount of $435,537.11 or Four Hundred Seventy-Four Thousand, Eight Hundred and Eighty-Five dollars and 11/100 cents.

Scope	Number	Hrs/Per	Avg. Hourly	Exp/Visit	Fee
Submittal Reviews	90	6	$225.00	$0.00	$121,500.00
RFI Responses	110	4	$225.00	$0.00	$99,000.00
OAC Meeting (Remote)	72	4	$275.00	$0.00	$79,200.00
		Months	OAC/Month	# of Meetings	
	OAC	18	4	72	
Site Visits	22	16	$275.00	$500.00	$107,800.00
Pay App Reviews	18	4	$309.35	$0.00	$22,273.20
Sub Total					$429,773.20
Contingency				10.00%	$42,977.32
Total					**$472,750.52**
			FDMS		**$457,259.25**
			Discount to FDMS		**$15,491.27**
				Total CA Fee	**$457,259.25**
			AS 16 GMP-3 CA Fee Reemaining		**$21,722.14**
				Subtotal	**$435,537.11**

Equipment Scope	Hours	Fee	Avg. Hourly	Expenses	Fee
WSP Construction Administration	208	$32,816.00	$157.77	$2,932.00	$35,748.00
Pond Coordination	16	$3,600.00	$225.00	$0.00	$3,600.00
				Equip Subtotal	**$39,348.00**
				Total AS 17 Fee	**$474,885.11**

If you find this proposal acceptable, please forward the appropriate approval to our office.

Sincerely,



Eric West, AIA
Senior Project Manager

Attachments: 2027 Hourly Rates.pdf

Discipline	Skill Level	2027 Bill Rate
Civil Engineer		
Civil Engineer	Entry Level	$ 139.95
Civil Engineer	Mid Level	$ 185.00
Civil Engineer	Senior Level	$ 244.52
Civil Engineer	Project Manager	$ 187.88
Civil Engineer	Program Manager	$ 300.82
Civil Engineer	Discipline Director	$ 361.95
Structural Engineer		
Structural Engineer	Entry Level	$ 144.05
Structural Engineer	Mid Level	$ 189.79
Structural Engineer	Senior Level	$ 310.35
Structural Engineer	Discipline Director	$ 318.79
Electrical Engineer		
Electrical Engineer	Entry Level	$ 149.61
Electrical Engineer	Mid Level	$ 198.16
Electrical Engineer	Senior Level	$ 275.71
Electrical Engineer	Discipline Director	$ 322.80
Mechanical Engineer		
Mechanical Engineer	Entry Level	$ 151.89
Mechanical Engineer	Mid Level	$ 178.51
Mechanical Engineer	Senior Level	$ 273.47
Mechanical Engineer	Discipline Director	$ 316.32
Environmental Scientist		
Environmental Scientist	Entry Level	$ 138.35
Environmental Scientist	Mid Level	$ 185.00
Environmental Scientist	Senior Level	$ 261.49
Environmental Scientist	Project Manager	$ 225.21
Environmental Scientist	Program Manager	$ 322.06
Environmental Scientist	Discipline Director	$ 266.24
Traffic/Transportation		
Traffic/Transportation	Entry Level	$ 115.82
Traffic/Transportation	Mid Level	$ 200.09
Traffic/Transportation	Senior Level	$ 308.84
Traffic/Transportation	Project Manager	$ 313.74
Traffic/Transportation	Program Manager	$ 345.61
Traffic/Transportation	Discipline Director	$ 345.86
BIM-CAD		
BIM-CAD	Entry Level	$ 87.00
BIM-CAD	Discipline Director	$ 248.28

Architecture			
Architecture	Entry Level	$	137.00
Architecture	Mid Level	$	202.69
Architecture	Senior Level	$	275.08
Architecture	Project Manager	$	255.39
Architecture	Program Manager	$	339.29
Architecture	Discipline Director	$	295.74
Landscape Architect			
Landscape Architect	Entry Level	$	126.76
Landscape Architect	Mid Level	$	182.81
Landscape Architect	Senior Level	$	185.00
Landscape Architect	Project Manager	$	250.62
Landscape Architect	Program Manager	$	324.23
Landscape Architect	Discipline Director	$	282.61
Interior Design			
Interior Design	Entry Level	$	96.79
Interior Design	Mid Level	$	112.39
Interior Design	Senior Level	$	178.93
Interior Design	Discipline Director	$	226.17
Fire Protection			
Fire Protection	Entry Level	$	111.35
Fire Protection	Mid Level	$	186.11
Fire Protection	Senior Level	$	244.07
Fire Protection	Discipline Director	$	286.72
Project Coordinator			
Project Coordinator	Entry Level	$	120.62
Project Coordinator	Mid Level	$	152.82
Project Coordinator	Senior Level	$	225.21
Project Manager			
Project Manager	Mid Level	$	274.49
Project Manager	Senior Level	$	309.35
Principal			
Principal	Senior Level	$	683.69
Other Functions			
Intern (All Trades)	Intern (All Trades)	$	123.87
Specifications	Specifications Editor	$	137.49
Quality Control Specialist	Quality Control Specialist	$	311.90
Safety Compliance Specialist	Safety Compliance Specialist	$	321.74

City of Palm Coast, Florida
Agenda Item

Agenda Date: October 6, 2026 **Agenda Item:** P.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: **AGENDA WORKSHEET AND CALENDAR**	

	October 13, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	Cultural Art Grant Recommendation	FC3
Presentation	Salary Survey	Fuller
Presentation	CAD ILA	Akins
Presentation	YMCA	Berryhill
Presentation	Commercial Hauling	Mancill/Roscoe
Presentation	Appropriations	McGlothlin
	October 20, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Proclamation	Rotary Club - 45th year anniversary	Council
Proclamation	Disability Employment Awareness	Council
Proclamation	Domestic Violence Month	Council
Presentation	FLC SEI Accredidation	FLC
Ordinance 2nd	Red Mill Pointe MPD	Hanson
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 2nd	Lakeview Estates FLUM Amendment	Hanson
Ordinance 2nd	Lakeview Estates MPD Amendment	Hanson
Resolution	Cultural Art Grant Recommendation	Hirst
Resolution	MSA with Palm Coast Historical Society	Hirst
Resolution	Parkway Banner for the Rotary Club of Flagler County	Mcdermott
Resolution	Loan Resolution	Alves
Resolution	Southern Recreation Center Fees	Mcdermott
Resolution	Contract with UKG for Software Services	Akins
Resolution	Contract with T-Mobile for Cellular Services	Akins
Resolution	Flagler County Housing Services	Hegedus/Gonzalez
Resolution	ILA Cold Weather Shelter	Nguyen
Resolution	YMCA	Berryhill
	November 3, 2026 Business Meeting (ELECTION DAY)	**PRESENTER**
	November 10, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
	November 17, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	Approving the Final 2026 General Election Results	Cook
Oath	Oath of Office for the Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	December 1, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Ordinance 2nd	Cascades/Seminole Trace FLUM	Papa
Ordinance 2nd	Cascades MPD/Seminole Trace	Papa
	December 8, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	Animal Control Code	Mendez
	December 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	GMP #3 for WWTF1	Roche
	Future	**PRESENTER**
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley

Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Palm Coast RV & Boat Storage	Hanson
Resolution	Seminole Point	Hanson
Resolution	LHAP Amendments	Hegedus/Gonzalez
Resolution	YMCA Agreement	Hirst
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford
Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingenc	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	City-Wide Floodwise	Morales
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	City Wide Landscape Architect Review Plan	Nguyen
Presentation	Alternative Water Sources	Roche
Resolution	West Well Field Test Boring	Roche/Roussell
Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen

Meeting Calendar for 10/7/2026 through 12/31/2026

10/13/2026
City Council Workshop
City Hall

10/20/2026
City Council Business Meeting
City Hall

11/10/2026
City Council Workshop
City Hall

11/17/2026
City Council Business Meeting
City Hall

12/1/2026
City Council Business Meeting
City Hall

12/8/2026
City Council Workshop
City Hall

12/15/2026
City Council Business Meeting
City Hall